

Vol. I

RECORD OF DECISIONS

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Supreme Court of the United States

OFFICE TERM, 1904

No. 881

THE VIRGINIAN RAILWAY COMPANY,  
APPELLANT,

vs.

THE UNITED STATES OF AMERICA, THE INTER-  
STATE COMMERCE COMMISSION, AND THE  
CHESAPEAKE AND OHIO RAILWAY COM-  
PANY ET AL.

No. 283

THE UNITED STATES OF AMERICA AND THE  
INTERSTATE COMMERCE COMMISSION, AP-  
PELLANTS,

vs.

THE VIRGINIAN RAILWAY COMPANY

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

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FILED JANUARY 12, 1904

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SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1926

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[fol. 1]

[Caption omitted]

[fol. 2]

**IN UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF WEST VIRGINIA**

No. 1565. In Equity.

THE VIRGINIAN RAILWAY COMPANY, Complainant,

vs.

THE UNITED STATES OF AMERICA, THE INTERSTATE COMMERCE  
Commission, and The Chesapeake and Ohio Railway Com-  
pany, Defendants

BILL OF COMPLAINT—Filed May 15, 1925

To the Honorable George W. McClintic, Judge of said  
Court:

I

The Complainant above named brings this, its Bill of Complaint against the Defendants above named, for the purpose of enjoining, setting aside, and annulling in whole or in part, as hereinafter prayed, an order entered for the Interstate Commerce Commission by Division 3 thereof, two members of said Division concurring and the third dissenting, on the 10th day of March, 1925, in two proceedings then pending before said Commission, viz., Interstate Commerce Commission Docket No. 13,823, wherein the Gulf Coal Company was Complainant and this Complainant, the Chesapeake and Ohio Railway Company and others were Defendants, and Interstate Commerce Commission Docket No. 14,454, wherein the Wyoming Coal Company, Wilton Smokeless Coal Company, Trace Fork Coal Company, Devil's Fork Coal Company, Miller Pocahontas Coal Company, and Leckie Fire Creek Smokeless Coal Company were Complainants and this Complainant, the Chesapeake and Ohio Railway Company, and others were Defendants. The said proceedings before said Commission were consolidated and heard together, and the same order was entered in each.

## II

Complainant is a corporation of the State of Virginia, having its principal office in Norfolk, Virginia, and is [fol. 3] authorized to do and does business in West Virginia. It owns and operates now, as for many years past, a railway extending from Deepwater in Fayette County, West Virginia, through the Counties of Fayette, Raleigh, Wyoming, and Mercer in West Virginia, to the Virginia State line and through Virginia to Sewells Point near Norfolk, Virginia, which railway has sundry branch lines in West Virginia. Complainant for many years past has been, and is now, engaged in interstate transportation of passengers and freight over and by means of its said railway, and is a carrier subject to the Interstate Commerce Act as amended and now in effect.

## III

Complainant is informed, believes, and avers that the Complainants in the said proceedings before the Interstate Commerce Commission are corporations of West Virginia, having their respective principal offices, places of business, and chief works in said Southern District of West Virginia. Each of them owns and operates one or more mines on the main line or a branch of Complainant's railway in said Southern District.

## IV

Defendant, Interstate Commerce Commission, is the administrative tribunal created by the Interstate Commerce Act, approved February 4, 1887, (24 Stat. L. 379) as amended, including the amendments to said Act contained in the Transportation Act, 1920, approved February 28, 1920 (41 Stat. L. 456), under which said Acts *is* assumed to proceed in rendering its said orders of March 10, 1925, in the proceedings aforesaid.

## V

Defendant, United States of America, is a necessary party defendant in a proceeding to enjoin, set aside and annul an order of the Interstate Commerce Commission under the provisions of the District Court Jurisdiction Act, approved October 22, 1913, (38 Stat. L. 219).

## VI

Defendant, The Chesapeake and Ohio Railway Company is a corporation of Virginia, with its principal office at [fol. 4] Richmond, Virginia, and owns and operates, as for many years past, a railway extending from Newport News, Virginia, through the States of Virginia, West Virginia, and Kentucky to Louisville, Kentucky, and to Cincinnati, Ohio, and through subsidiary or affiliated companies owns and operates railways in Ohio, Indiana, and Illinois, directly connecting with said Chesapeake and Ohio Railway, and respectively reaching Columbus and Toledo, Ohio, Indianapolis, Indiana, and Chicago, Illinois.

## VII

Complainant's railway was planned and built to furnish primarily transportation for coal from previously undeveloped fields in southern West Virginia to Tidewater at Hampton Roads, though there was in contemplation from the beginning the completion, or extension otherwise, of the railway to the Great Lakes and other western outlets, as and when necessity and opportunity therefor should occur. It was the Virginian policy, in the public interest as well as in the interest of its shippers and its stockholders, to thoroughly develop the first unit of its projected railway—the line from the coal fields to tidewater—before starting the second, to render to its shippers the best possible service in the beginning, and to have the first unit contribute to and help carry the second, rather than to prolong construction and development periods by a too ambitious program. Accordingly its railway as planned, built, and now existing and in operation, and its equipment and facilities generally, are especially designed and adapted for handling coal eastbound, and are illy adapted for handling coal to the West. Nearly 90 per cent of Complainant's freight traffic is bituminous coal and nearly 80 per cent of its total operating revenues are derived from the freight on such coal. About 80 per cent of the bituminous coal handled by it goes to its tidewater terminal at Sewells Point and the remaining 20 per cent to local points on its line and by way of connections to inland eastern points, in-

cluding the Carolinas and Georgia. It has a thoroughly modern terminal at Sewells Point adequate not only for its present traffic but for its anticipated traffic for many [fol. 5] years to come. A large number of its coal cars were especially designed for handling tidewater coal, and because of their size impossible of use in interchange with other railways. Its yards and other facilities have likewise been planned and built to handle eastbound coal, and it is now engaged, at an expense of about \$15,000,000 in electrifying that portion of its line between Mullens, where all coal produced on its line is now assembled for further transportation, and Roanoke, Virginia. The electrification is expected to result in very considerable economies and improvement of service if applied to a volume of traffic such as it will have if its coal continues to move east, but will be uneconomical and a source of expense and loss to Complainant if there is any substantial diminution in its eastbound traffic.

### VIII

Complainant's railroad has physical connection with said Chesapeake and Ohio Railway at Deepwater, West Virginia, and at sundry other points in West Virginia. On eastbound traffic the Virginian and Chesapeake and Ohio are in active competition and reach by their own lines and through connections substantially the same markets.

The rates on coal to the West from the New River and Pocahontas Districts of West Virginia, served respectively by the Chesapeake and Ohio and Norfolk and Western Railways, are made on a competitive basis with mines located in Pennsylvania, Ohio and other States. They are less than reasonable maximum rates and have been repeatedly so found by the Interstate Commerce Commission. Important among the reasons which have prompted the Chesapeake and Ohio Railway and the Norfolk and Western Railway to publish such rates upon a basis less than they might reasonably demand is the fact that those carriers extend for a great distance into the territory of final destination and have a long haul on the coal to offset the expensive assembling costs.

The Virginian Railway, not having a line extending toward the West farther than the confines of the coal fields,

has not adopted the policy of joining with the Chesapeake and Ohio in publishing the district rates to western destinations. [fol. 6] It has not joined with the Chesapeake and Ohio Railway in publishing eastbound rates because it reaches substantially the same markets toward the East by its own rails and connections. It thus has come about that any coal moving from mines on the Virginian Railway to destinations on the Chesapeake and Ohio Railway or connections must have moved by a combination of Complainant's local tariffs to the Chesapeake and Ohio junction and upon the Chesapeake and Ohio tariffs beyond. Until shortly before the institution of the two proceedings aforesaid before the Interstate Commerce Commission, the producers and shippers of coal on Complainant's lines, each of whom located its mine or mines with full notice and knowledge that Complainant's railway was "one ended" and that only the markets at tidewater and in the Southeast are available, apparently were satisfied and deemed the better car supply and service which complainant afforded well worth the sacrifice of the western markets.

## IX

The said proceeding No. 13,832 was instituted by the Gulf Coal Company complaining that because of certain trackage agreements between Complainant and the Chesapeake and Ohio Railway whereby certain mines enjoyed service from both Complainant and said Chesapeake and Ohio Railway, it was discriminated against; alleging also that by the failure of Complainant and the Chesapeake and Ohio Railway to establish through routes by way of Complainant's railway and that of the Chesapeake and Ohio Railway to destinations specified in certain tariffs referred to, particularly to Great Lakes ports and the western markets generally, with the same rates to each of such destinations as were and are established and in effect from mines in New River District on the Chesapeake and Ohio Railway, it was discriminated against, and praying in the alternative that Complainant might be required to permit the use of its tracks by the Chesapeake and Ohio Railway to reach the mine of said Gulf Coal Company, or that Complainant and said Chesapeake and Ohio Railway

Company might be required to establish through routes and joint rates to the destinations specified in the said [fol. 7] tariffs, such rates not to be in excess of Chesapeake and Ohio New River District rates to the same points.

The Wyoming Coal Company and others, Complainants in Docket No. 14,454, filed their petition later, alleging that by the failure of Complainant and the Chesapeake and Ohio Railway to publish and file with the Interstate Commerce Commission joint through rates from their coal operations on Complainant's railway to destinations named in certain tariffs referred to, particularly destinations in Central Freight Association territory, they were prejudiced, and that the existing combinations of rates to such destinations were unreasonable, and praying that Complainant and Chesapeake and Ohio Railway Company, and the Connections of the latter should be compelled to establish joint rates and routes to destinations mentioned in said tariffs on the Chesapeake and Ohio New River District basis.

As above stated, the cases were consolidated and heard together, and on March 10, 1925, Division 3 of the Commission, one member dissenting, handed down its report and order in the two cases, a copy whereof is herewith filed as part of this Bill, marked Exhibit A, whereby the Defendants in said proceedings were required on or before May 20, 1925, to cease and desist from publishing, demanding, or collecting rates for the transportation of coal from Complainants' mines to the destinations enumerated in the tariffs specified in Appendix B of the complaint in I. C. C. Docket 14,454, to-wit, C. & O. I. C. C. 8665; and supplements 14, 21 and 25 thereto; C. & O. I. C. C. 9368; C. & O. I. C. C. 9363; C. & O. I. C. C. 9206 and Supplement I thereto; C. & O. I. C. C. 9366; C. & O. I. C. C. 9369, exceeding the rates prescribed by said order and prescribing and requiring the defendant carriers to establish on or before May 20th, upon notice to the Commission and to the general public by not less than 30 days' filing and posting, and thereafter to maintain and apply to the transportation of coal in earloads, from said Complainant's mines to destinations enumerated in the tariffs referred to in said Appendix B of the Complaint in No. 14,454, rates which shall not exceed the rates contemporaneously maintained on like traffic on the main

and branch lines of the Chesapeake and Ohio Railway Company in the New River District to the same destinations.

The said tariff I. C. C. No. 9368 covers coal in carload lots to destinations in the District of Columbia and Maryland reached via the Baltimore and Ohio Railroad. The other tariffs named cover local destinations on the Chesapeake and Ohio Railway west of Deepwater, and various termini of the Chesapeake and Ohio Railway, and destinations on various connections of the Chesapeake and Ohio Railway beyond. The most important destinations covered and those upon which stress was laid in the hearings were in the West, largely in Central Freight Association territory.

## X

Promptly upon being notified of said decision and order of Division 3, Complainant filed its petition for leave to reargue the cases before the whole Commission and for the postponement of the effective dates of the order to permit such reargument, etc., which petition was refused on the 17th day of April, 1925, whereupon Complainant filed its petition for a postponement of the effective date of the order to enable this application for an injunction to be made, which was refused on the 11th day of May, 1925, and notice of such refusal reached Complainant on the 13th day of May, 1925.

## XI

After the said decision and order of March 10, 1925, an agreement for the leasing of Complainant's railway to the Norfolk and Western Railway for a term of 999 years was reached, was approved by the respective boards of directors of the two companies on the 21st day of April, 1925, and is to be submitted to special meetings of the stockholders of the two companies to be held, the Norfolk and Western meeting on the 23rd day of May, 1925, and the Virginian meeting on the 29th day of May, 1925. No doubt is entertained of the approval of the said lease by the stockholders of each company, and when so approved the same will be submitted for approval to the Interstate Com-

merce Commission pursuant to provisions of the Inter-[fol. 9] state Commerce Act as amended and now in effect. Believing that the said lease will be approved and in due season become effective, when, of course, all coal mines on Complainant's railway will have the advantage of routes and rates to the western markets on the Pocahontas District (that being the Norfolk and Western district comparative with the Chesapeake and Ohio New River district) basis, which are the same to all competitive points as the said New River district basis, and desiring to anticipate such results and to presently give Complainant's coal shippers the benefit of western markets on the New River-Pocahontas district rates, Complainant and the Norfolk and Western Railway have agreed to publish effective May 20, 1925, (subject to the granting by the said Commission of an application pending before it at the time of filing this Bill for leave to file and publish the rates upon one day's notice) through joint rates from all mines on Complainant's lines to all points in the West now covered by tariffs of the Norfolk and Western Railway and its connections on the same basis as present rates from the Pocahontas District on the Norfolk and Western, which rates are the same to all competitive points as the New River District rates on the Chesapeake and Ohio. The point of interchange for westbound coal coming from Complainant's lines to the Norfolk and Western Railway will be Matoaka, West Virginia, where interchange facilities are already established, and will be enlarged and improved in the near future.

Complainant has filed, or will immediately file, with the said Commission an application under Section 6 of the Interstate Commerce Act for leave to establish and publish, on one day's notice, joint through rates to destinations in the District of Columbia and Maryland, covered by the said Chesapeake and Ohio tariff I. C. C. No. 9368, by way of Alta Vista, a junction on Complainant's railway with the Southern Railway, said Southern Railway and the Baltimore and Ohio Railroad. The distance from all points of origin of coal on Complainant's railway to Alta Vista is considerably greater than the haul from any such point of origin to any junction with the Chesapeake and Ohio Railway. The said [fol. 10] through routes and rates to be established by way

of the Southern Railway and the Baltimore and Ohio Railroad, as aforesaid, will meet every requirement of the shippers, and to compel Complainant to establish through routes and joint rates by way of the Chesapeake and Ohio Railway to the said destinations in the District of Columbia and Maryland is to require it to "short haul" itself, in violation of Paragraph (4) of Section 15 of the Interstate Commerce Act. Likewise to compel Complainant to establish rates to said District of Columbia and Maryland destinations by way of the Norfolk and Western Railway and its connections, as said order would require if construed as Complainant is advised the Commission construes it, would short haul the Complainant, since Matoaka and every other practicable connection of Complainant's railway and the Norfolk and Western Railway are between Complainant's coal fields and said Alta Vista.

The routes and rates proposed to be established by way of Matoaka and the Norfolk and Western Railway will, as Complainant is advised, believes and avers, reach all important destinations covered by the Chesapeake and Ohio tariffs enumerated, in said order of March 10, 1925, other than said I. C. C. No. 9368, except destinations local to the Chesapeake and Ohio Railway, and Complainant is informed, believes, and avers that none of such local destinations are relatively important markets; that no stress was laid by Complainants in the hearings in the said proceedings before the Interstate Commerce Commission upon reaching any points local to the Chesapeake and Ohio Railway; and there is no evidence in the record justifying the establishment of through routes and rates to local points on the Chesapeake and Ohio Railway, unless and except as incidental to routes and rates to the various termini of the Chesapeake and Ohio Railway and destinations on connections of said last-mentioned railway, which, as hereinbefore stated, are likewise reached by the said Norfolk and Western Railway and its connections.

## XII

Complainant on April 27, 1925, filed its petition in the [fol. 11] said proceedings before the Interstate Commerce Commission setting forth, inter alia, the proposed lease to the Norfolk and Western Railway aforesaid, and declaring

the intention to establish joint rates by way of Matoaka and the Norfolk and Western Railway to all western destinations reached by said last-mentioned railway, and praying that the proceedings might be reopened, the effective date of the order postponed, and said order either set aside or so modified as to clearly permit satisfaction thereof by establishment of through joint rates by way of Matoaka as above set forth. This petition was refused on the 11th day of May, 1925, notice of which refusal reached your Complainant on the 13th day of May, 1925.

### XIII

Complainant is advised, believes and avers that the Commission construes (erroneously as Complainant is advised, believes and avers) said order of March 10, 1925, as requiring joint through rates on the New River District basis, or proportional rates or combinations of rates not in excess in the aggregate of the New River District rates, to the various destinations covered by the order to be made by Complainant and the other defendant carriers in said proceedings, including the Norfolk and Western Railway Company, by way of both the Chesapeake and Ohio and the Norfolk and Western Railways, and that, unless restrained as herein prayed, the Commission will cause proceedings to be instituted against your Complainant if it fails to establish such rates to western destinations by way of the Chesapeake and Ohio Railway as well as by way of the Norfolk and Western Railway by the effective date of said order, and to the said destinations in the District of Columbia and Maryland, by way of the Chesapeake and Ohio and Norfolk and Western Railways as well as by way of the Southern Railway.

### XIV

Complainant avers that the Commission in making the order of March 10, 1925, exceeded its powers, and that the said order should be set aside and annulled for the following reasons: The Commission, in making its order of March 10, 1925, clearly undertook to act in response to the prayer of the complaints in said proceedings that the carriers be required to "establish and put in force and

apply in the future to the transportation of coal from Complainant's mines to destinations enumerated in the tariffs set forth in Appendix B thereof, joint through rates on the New River district basis", since the order prescribed only "joint through rates," that is rates from points of origin to ultimate destinations, and does not prescribe any local or individual rates which could be used as combination or proportional rates.

The Commission's authority to establish through routes and joint rates is found in Paragraph (3) of Section 15 of the Interstate Commerce Act, and thereunder the Commission is required, as a condition precedent to the establishment of joint rates, to establish routes over which such rates shall become applicable. The record shows several junctions between the Chesapeake and Ohio and the Virginian in the coal field at which cars may be switched from one line to the other, only one of which however, that at Deepwater, could be used without "short hauling" Complainant, contrary to the provisions of Paragraph (4) of Section 15 of the Act, but the Commission has failed to designate or establish any route for the application of the rates prescribed and has failed to find any specific individual or joint rate unreasonable.

Further, the Commission exceeded its statutory power in undertaking to establish through routes and joint rates as prayed in said petitions of Complainant in said proceedings before the Commission, because under the provisions of said Paragraph (3) of Section 15 of the Interstate Commerce Act the Commission is authorized to establish through routes, joint classifications and joint rates only "whenever deemed by it to be necessary or desirable in the public interest," and the majority of Division 3 expressly stated in their report that they had not given consideration to the question of public interest and failed to [fol. 13] find that the order which they entered was necessary or desirable in the public interest, while the dissenting member of Division 3 expressly held that the said order was not necessary or desirable in, and on the contrary was against, the public interest.

The Commission was without power or authority to enter the order of March 10, 1925, because it may not prescribe rates under Section I of the Interstate Commerce Act that

are less than reasonable maximum rates, and while it found unreasonable the combinations of rates produced by the local rates on coal of the Complainant to the Chesapeake and Ohio junction points, and the Chesapeake and Ohio rates beyond to western destinations it failed to find that the rates prescribed were reasonable in and of themselves within the meaning of Section 1 of the Interstate Commerce Act, and expressly refused to consider the question of intrinsic reasonableness. It has heretofore in sundry cases declared these rates to western destinations on the New River District basis less than reasonable maxima, and it refers to these decisions in its report in the said proceedings without overruling the same. Typical of the Commission's findings in regard to these rates (known in its report as Outer Crescent Rates) is that found in *Bituminous Coal to C. F. A. Territory*, 46 I. C. C., 66, 109:

In the light of all the evidence, the present rates from the Crescent to affected territory must, considering the circumstances and conditions of transportation and the value of the service, be regarded as below the level at which reasonable maximum rates might be fixed.

The Commission was without power to make said order of March 10, 1925, in so far as it bases the same upon alleged discrimination and prejudice in respect of rates to western destinations, because the record and report of the Commission show plainly that complainant has not been guilty of discrimination or prejudice within the meaning of Section 3 of the Interstate Commerce Act as amended and now in effect, since it does not now participate in any joint rates to the West nor publish joint rates on the New [fol. 14] River District basis to any destination in the West, and the Commission reached its conclusion after expressly excluding from its consideration any other discrimination or prejudice than it found to be inherent in the rates. Complainant can not be held responsible for the prejudice arising from the unduly low rates published from mines served by the Chesapeake and Ohio and Norfolk and Western Railways to western destinations when it does not participate in such rates and the transportation covered thereby.

Complainant is advised, believes and further avers that said order does not require the establishment of through routes and joint rates from the mines of the Complainants

in said proceedings before the Commission to western destinations by way of both the Chesapeake and Ohio and Norfolk and Western railways, and to said District of Columbia and Maryland destinations by way of the Chesapeake and Ohio and Norfolk and Western railways as well as by way of said Southern Railway, but that the said order would be satisfied by the establishment of such rates to western destinations by either the Chesapeake and Ohio Railway or the Norfolk and Western Railway and of such rates to District of Columbia and Maryland points by the Southern Railway alone.

Complainant is advised, believes and further avers that if it may not be compelled to establish rates to western destinations by way of the Chesapeake and Ohio Railway the Commission was and is without power and authority to require it to establish rates according to said order to local destinations on the Chesapeake and Ohio Railway west of Deepwater since, as Complainant is advised, believes and avers, the evidence in the record does not justify finding that joint rates from Virginian mines, or any of them, to Chesapeake and Ohio local destinations are necessary or desirable in the public interest, that the New River district rates to such local points are reasonable maxima for the services from the Virginian mines or any of them to such Chesapeake and Ohio local destinations, or that Complainants in said proceedings before the Commission are subjected to any discrimination or undue prejudice by reason of the refusal to allow them the Chesapeake and Ohio New [fol. 15] River District rates to Chesapeake and Ohio local destinations.

Complainant is advised, believes and further avers that to enforce said order, as it is advised it is construed by the Commission, would result in undue and unreasonable preference and advantage in favor of the Complainants in said proceedings before the Commission since they would enjoy rates and routes to western destinations by way of both the Chesapeake and Ohio and Norfolk and Western railways and to such District of Columbia and Maryland points by way of both of said railways and also the Southern Railway, while competing New River District mines served by the Chesapeake and Ohio alone would have only that route open to them and the competing Pocahontas Dis-

trict mines served by the Norfolk and Western Railway alone would have but the one route available.

Complainant further avers that the order of the Commission, under the construction aforesaid requiring the publication of rates via all available routes, represents an authority exercised in such an unreasonable manner as to cause it to be within the rule that substance and not the shadow determines the validity of the exercise of its statutory power. As hereinbefore averred, the effect of the order thus construed is to:

(a) "short haul" the Virginian Railway on all traffic destined to points in the District of Columbia and Maryland when moved by the line of the Norfolk and Western and Chesapeake and Ohio railroads;

(b) establish wasteful transportation and increase operating expenses by introducing unreasonable and unnecessary cross-hauling of traffic and unnecessary and expensive classification and switching;

(c) require the extravagant and unnecessary enlargement of interchange facilities at junction point for which there is no necessity;

(d) require the introduction of expensive, wasteful and unnecessary use of locomotives in pusher service over grades not now necessary nor required via the routes pro-[fol. 16] posed by the Complainant;

(e) give to mines on the Virginian Railway an undue preference and advantage in the duplication of routes not available to mines served only the Chesapeake and Ohio and Norfolk and Western railroads respectively; and

(f) dissipate unnecessarily and excessively the Virginian's car supply.

## XV

Defendant The Chesapeake and Ohio Railway Company, according to a custom among interstate carriers, holds a general concurrence or authority from Complainant to establish and publish joint rates from all points on Complainant's railway to points on or reached by way of said Chesapeake and Ohio Railway and its connections and unless restrained as hereinafter prayed may establish and

publish by way of its railway and connections the rates or some of them prescribed by said order.

## XVI

If a temporary stay or suspension and or an interlocutory injunction or restraining order pending a final decree in this cause are not granted Complainant will suffer irreparable injury and damage as follows. If it fails to publish the rates prescribed in said order of March 10, 1925, by each and every available route as above set forth it will, according to the construction of such order by the Commission, be in default in respect of said order, and subject to prosecutions to recover the penalties provided by Paragraph (18) of Section 16 of the Interstate Commerce Act, and Complainant avers that it should not in equity be required to bear the cost of defending such prosecutions and to be subject to the risk of adverse decisions therein so long as this litigation shall be in progress nor unless and until the said order of March 10, 1925, shall be held valid by the courts and the Commission's said construction thereof sustained. If Complainant should publish the rates prescribed as aforesaid by each and every available route as aforesaid [fol. 17] it will suffer large losses both in decreased earnings and in increased expenses. Representatives of the Chesapeake and Ohio Railway Company have declared on the record in said proceedings that said company does not propose to furnish any cars for coal originating on the Virginian Railway and shipped by way of the Virginian and Chesapeake and Ohio Railways, and therefore as the originating carrier Complainant must furnish all the cars required for coal shipped to the West by way of said Chesapeake and Ohio Railway, which Complainant avers will be a large amount; and even though the Chesapeake and Ohio Railway might be induced or compelled to furnish a part of the cars for the joint business, it would only be after considerable delay, and in any case Complainant must furnish a considerable number of such cars. In any event a large number of Complainant's cars would be dissipated and scattered over the lines of the Chesapeake and Ohio and its connections, and a much larger number of Complainant's cars would be scattered over and held upon other lines of railway and their use denied to Complainant

if the rates prescribed in said order were in effect by each and every available line as aforesaid, than if the prescribed rates are effective to eastern destination by way of the Southern Railway alone, and to western destinations by way of the Norfolk and Western Railway alone. Such dissipation of Complainant's coal cars over several of its connections and their respective connections would render Complainant's car supply, which now is sufficient for the needs of its shippers, inadequate, and by reason of such impairment in its car supply it would be deprived of an opportunity to haul coal which it would otherwise haul and thereby be damaged in the amount of many thousands of dollars. Complainant avers that it can handle westbound coal from mines on its line by way of the Norfolk and Western Railway more conveniently and cheaply than by way of the Chesapeake and Ohio Railway, that it can handle such coal more economically and advantageously by way of one connection than two, that if it is compelled to handle westbound coal both by way of the Norfolk and Western and the Chesapeake and Ohio Railways and coal to said District of Columbia and Maryland destinations by way of [fol. 18] both of said Railways as well as said Southern Railway its operating expenses will be largely increased without any corresponding increase—on the contrary with a loss—in operating revenue, and that if it is compelled to handle coal to said District of Columbia and Maryland destinations by way of the Chesapeake and Ohio and Norfolk and Western Railways as well as the Southern Railway it will suffer a large loss in revenue since its divisions of the rate by way of the Southern Railway will necessarily be larger than by way of either of the other two railways.

Complainant further avers that if it should be compelled to publish the rates prescribed by said order by all available routes as aforesaid it believes and avers that its losses, by the dissipation over other lines of its equipment, its decreased gross earnings and its increased operating expenses as aforesaid while such rates by all available routes as aforesaid are in effect, would exceed Two Thousand Dollars (\$2,000) per day.

Complainant further avers that any loss, damage or injury sustained by it by reason of any of the matters and things hereinbefore in this Section XVI of this Bill set

forth would be irreparable since it could not recover of any one else the cost of defending any prosecutions for violations of said order even if it successfully defended the same, any penalties inflicted in such prosecutions of the said order of March 10, 1925, if found valid and subject to the construction placed thereon by the Commission as aforesaid, or any losses in revenues, gross or net, or in increased operating expenses arising from establishing rates as prescribed in said order by all available routes as above set forth.

Wherefore complainant prays:

I. That there be ordered and granted by the Court a temporary stay or suspension of the operation of said order of the Interstate Commerce Commission of March 10, 1925, and or that a temporary or interlocutory injunction be issued [fol. 19] restraining and enjoining, until the further order of this Court, the United States of America and the Interstate Commerce Commission from enforcing or applying said order of March 10, 1925, and defendant The Chesapeake and Ohio Railway *Railway* from establishing or publishing any rates prescribed by said order from any mines on Complainant's railway.

II. (a) That this court adjudge, order and decree that said order of the Interstate Commerce Commission of March 10, 1925, is null and void and without warrant in law, that the same be set aside and annulled, and that the United States of America and the Interstate Commerce Commission, and each of them be perpetually restrained and enjoined from enforcing, or proceeding against Complainant for failure to comply with, said order of the Interstate Commerce Commission of March 10, 1925; or,

(b) That this Court adjudge, order and decree that said order of March 10, 1925, does not require the rates prescribed by said order to be established by all available routes, and that the United States of America and the Interstate Commerce Commission, and each of them, be perpetually restrained and enjoined from any and all proceedings to enforce the establishment of any rates prescribed in said order by way of said Chesapeake and Ohio Railway, or the establishment of the rates to District of Columbia and Maryland destinations so prescribed by way of

said Norfolk and Western Railway, and from prosecuting any proceeding against Complainant for failure to establish any such rates by way of the Chesapeake and Ohio Railway or any such rates to District of Columbia or Maryland destinations by way of said Norfolk and Western Railway.

III. That defendant The Chesapeake and Ohio Railway Company be perpetually restrained and enjoined from establishing or publishing any rates prescribed by said order from any mines on Complainant's railway by way of its line through any junction with Complainant's line of railway.

IV. That your Complainant may have such other and further relief as to equity may appertain and as may be deemed by this Honorable Court fit and proper.

[fol. 20] The Virginian Railway Company, by Counsel. T. W. Carmalt, W. H. T. Loyall, E. W. Knight, Solicitors.

*Duly sworn to by S. M. Adsit. Jurat omitted in printing.*

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“EXHIBIT A TO BILL OF COMPLAINT”

10238

INTERSTATE COMMERCE COMMISSION

No. 14454<sup>1</sup>

WYOMING COAL COMPANY et al.

v.

VIRGINIAN RAILWAY COMPANY et al.

Submitted June 30, 1924. Decided March 10, 1925

Rates on coal, in earloads, from mines on the Virginian Railway in the New River district of West Virginia to interstate destinations found unreasonable and unduly prejudicial. Reasonable and non-prejudicial rates prescribed for the future.

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<sup>1</sup> This report also embraces No. 13832, Gulf Coal Company v. Virginian Railway Company et al.

[fol. 21] Francis B. James, Ewing H. Scott, and E. E. Williamson for complainants.

E. W. Knight, Williams, Loyall & Tunstall, and James W. Carmalt for Virginian Railway Company, and J. S. Patterson for Chesapeake & Ohio Railway Company.

S. B. Avis, George T. Bell, A. R. Yarborough, and S. C. Higgins for numerous interveners opposing the complaint.

### Report of the Commission

Division 3, Commissioners Hall, Lewis, and Cox

HALL, Commissioner:

Exceptions were filed by defendant, Virginian Railway Company, hereinafter called the Virginian, to the report proposed by the examiner, and the case has been orally argued.

Complainants are corporations operating coal mines at Hot Coal, Wyco, Jonben, Tracoal, Devil's Fork, Corinne, and Fireco, W. Va. These mines are served exclusively by the Virginian. Complainants in No. 14454 allege that the rates on coal, in carloads, from their mines to interstate destinations named in tariffs specifically referred to in Appendix B of the complaint are unreasonable and unduly prejudicial.<sup>2</sup> We are asked to prescribe rates on the basis now applicable from competing mines in the New River district. Rates will be stated in amounts per net ton unless otherwise specified.

Complainant in No. 13832 is the Gulf Coal Company, a corporation operating a mine at Hot Coal, W. Va. In this [fol. 22] complaint it alleges, inter alia, that the failure of the Virginian to establish the necessary track connections whereby complainant's mine may enjoy joint rates over and joint service by the Virginian and the Chesapeake & Ohio, hereinafter called the C. & O., results in undue prejudice to complainant and in undue preference of certain competing mines which enjoy joint rates and joint service through the medium of trackage or operating agree-

<sup>2</sup> C. & O. I. C. C. 8665, and supplements 14, 21 and 25 thereto; C. & O. I. C. C. 9368; C. & O. I. C. C. 9363; C. & O. I. C. C. 9206, and supplement 1 thereto; C. & O. I. C. C. 9366; and C. & O. I. C. C. 9369.

96 I. C. C.

37031—25. 359.

ments specifically set forth. This complainant alleges violations of certain paragraphs of sections 1, 3, 6, and 15 of the interstate commerce act, which need not be discussed separately in view of our findings upon the issues in No. 14454 to which we now address ourselves.

Petitions of intervention opposing the establishment of rates from complainants' mines on the New River district basis were filed by numerous operators of mines served exclusively by the C. & O., exclusively by the Virginian, or jointly by the C. & O., and Virginian through trackage or operating agreements.

Complainants' mines are in the Winding Gulf section of the New River district. The mine at Tracoal is a short distance north of Mullens on the main line of the Virginian running north through Mullens to Deepwater, its western terminus, where it connects with the C. & O. The mines at Corinne, Wyco, Devil's Fork, and Hot Coal are on the Winding Gulf branch of the Virginian which leaves the main line at Mullens and runs to Pemberton where it connects with the Winding Gulf branch of the C. & O. The mines at Jonben and Fireco are on the Piney Creek branch of the Virginian extending south from Pemberton along the level of Piney Creek to a short distance beyond Fireco.

In November, 1922, when this complaint was filed, the New River district of the C. & O. comprised all mines on its main line between Meadow Creek on the east and Fort Defiance, just west of the confluence of the New and Gauley Rivers, on the west; all mines on its branch lines and sub-branch lines served through junction points on its main line between Meadow Creek and Fort Defiance; all mines on the Sewell Valley, an independent short line connecting with it at Meadow Creek and extending in a northeasterly direction to G. & E. Junction; and certain mines on the main line or branch lines of the Virginian. Since [fol. 23] the filing of this complaint we have prescribed the New River district rates, eastbound and westbound, from mines on the Kanawha, Glen Jean & Eastern, an independent short line connecting with the Loup Creek branch of the C. & O. at Kilsythe Junction, W. Va., and from mines on the Greenbrier & Eastern, an independent short line connecting with the Sewell Valley at G. & E. Junction. *McKell Coal & Coke Co. v. C. & O. Ry. Co.*, 78 F. C. C.

227; *Nelson Fuel Co. v. C. & O. Ry. Co.*, 83 I. C. C. 737. The latter case was affirmed on rehearing on February 9, 1925, 96 I. C. C. 124.

Southwest of the New River district of the C. & O. are the Pocahontas, Tug River, Clinch Valley No. 1, and Clinch Valley No. 2 districts of the Norfolk and Western. Running through and to the north of the last-named district a group of mines on the Carolina, Clinchfield & Ohio, hereinafter called the Clinchfield, is accorded the New River district rate basis for application over the joint route formed by that line, the C. & O. and its connections.

From all of the mines within these districts, which form a part of the so-called Outer Crescent, more fully described in Bituminous Coal to C. F. A. Territory, 46 I. C. C. 66, the rates to any given point in central territory are the same, and throughout this report they will be referred to as district rates. Complainants' mines are in the New River district of the Virginian which geographically corresponds to the New River district of the C. & O. The two carriers maintain parity of rates on eastbound movements from mines in their respective districts. All of the mines produce low-volatile smokeless bituminous coal and are in active competition. Complainants' mines and others served exclusively by the Virginian are not accorded district rates to central territory and in order to reach markets there they must pay combination rates, made up of the distance commodity rates of the Virginian to its junction with the C. & O. and the district rates beyond. These combinations range from \$1.14 to \$2.52 in excess of the district rates.

Other mines on the Virginian within its New River district [fol. 24] receive the benefit of district rates to central territory under trackage agreements between the Virginian and the C. & O. These trackage agreements give to each line the right to operate over the tracks of the other but in practice reciprocal operating arrangements enable each line to receive the empties at the nearest junction point, spot them at the mines, and deliver them loaded at the junction point. There are 45 competing mines on the Virginian within the New River district which receive the benefit of the district rates under these trackage agreements. Complainants allege that this results in undue

prejudice to mines on the Virginian not so served but our findings will make it unnecessary to pass upon that issue.

Complainants' mines and others served exclusively by the Virginian, 54 in all, are the only mines, in the districts thus far named, of the Outer Crescent which are denied the benefit of district rates to central territory. They are entirely surrounded by mines taking the district rate which they seek. At the hearing counsel for the Virginian stated, in effect, that it was the policy of that defendant to discourage westbound movement from mines on its lines. In respect of the ability of complainants and others similarly situated to market their coals in central territory under the handicap of combination rates he said: The coal rates to the west over the Virginian line as they now exist are rates that reach every station, including the junction points of Pemberton and Deepwater, but are made on the Virginian Railway's local distance tariffs. They are not merely unreasonable rates—I will say frankly to your Honor that they are impossible rates.

Much evidence was introduced to show the advantages or disadvantages which would result to complainants, to interveners, and to defendants from opening the western markets to complainants' mines, and as to whether such action would be in the public interest. Irrespective of these considerations complainants are entitled to move their coal to any market at reasonable and nonprejudicial rates. We have repeatedly condemned the action of carriers in adjusting rates so as to impede or stifle the movement of commodities in any given direction. *Cardiff Coal Co. v. C., M. & St. P. Ry. Co.*, 13 I. C. C. 460; *Star Grain & Lumber Co. v. A., T. & S. F. Ry. Co.*, 14 I. C. C. 364; *Chamber of Commerce of Milwaukee v. C., R. I. & P. Ry. Co.*, 15 I. C. C. 460; *Wichita Board of Trade v. A., T. & S. F. Ry. Co.*, 25 I. C. C. 625; *Rates on Plaster and Gypsum Rock*, 27 I. C. C. 67; *Coal from W. Va. Mines*, 59 I. C. C. 486. Complainants' right and defendants' duty in this respect are not affected by the fact that the Virginian was constructed and has been and is being improved, with a view to moving coal eastbound only. *Hughes Creek Coal Co. v. K. & M. Ry. Co.*, 29 I. C. C. 671; *Coal from W. Va. Mines*, supra.

The Virginian refers to *Loup Creek Colliery Co. v. Virginian Ry. Co.*, 12 I. C. C. 471, decided November 6, 1907,

where we refused to order the establishment of joint rates east and west to points outside of West Virginia via Deepwater and the C. & O. from a mine at Page, W. Va., on the Virginian, 9 miles south of Deepwater. At that time the Virginian's line to Sewell's Point was in course of construction. About half of it had been completed and was in operation. The complainant was paying 10 cents for the movement from Page to Deepwater and the district rates beyond. This amount compared favorably with that paid by other operators on independent short lines connecting with the C. & O. within the district. At that time the C. & O. did not accord district rates from mines on any independent short-line connection, and to do so from mines on the Virginian would have resulted in undue prejudice. At the present time the situation is reversed. The Virginian mines are the only mines in the district which are not accorded district rates. The position of the Virginian is also reversed. There it supported, here it opposes, the establishment of district rates.

At the hearing the freight-raffice manager of the C. & O. as a witness for that defendant stated that although the C. & O. had opposed the establishment of district rates from small independent and lateral lines it regarded "the Virginian Railway as in quite a different situation." As [fol. 26] stated, the C. & O. accords district rates from all mines on its branch lines within the New River district and as a result of our orders in *McKell Coal & Coke Co. v. C. & O. Ry. Co.* and *Nelson Fuel Co. v. C. & O. Ry. Co.*, supra, from mines on the Kanawha, Glen Jean & Eastern and the Greenbrier & Eastern. In *Coal from Sewell Valley R. R. Stations*, 58 I. C. C. 261, we required the maintenance of joint rates from mines on that line on the district basis and condemned the policy of withholding such rates from independent short lines, thus restricting the markets for their mines. It is testified by a witness for complainants, and not denied by defendants, that approximately 90 per cent of the coal originating on the C. & O. in its New River district comes from branch lines.

The average distance from all mines on the C. & O. in the New River district to Kenova, W. Va., the gateway through which these coals move to central territory, is 131.8 miles. The average distance from all Virginian mines to the same gateway is 154.7 miles, a difference of

22.9 miles. If the mines on the Sewell Valley are included in the C. & O. average distance the difference in distance is cut to 22.1 miles. District rates apply from mines on the Clinchfield over the C. & O. for an average distance of 44.5 miles in excess of the average distance from C. & O. mines above shown. The rates of the C. & O. and the Virginian to Hampton Roads are the same although the average distance from the Virginian mines is 37 miles less than that from the C. & O. mines. On westbound traffic the average distance from mines on the Sewell Valley is 23 miles greater than the average distance from mines on the mail and branch lines of the C. & O. within the New River district. Coal from Sewell Valley R. R. Stations, *supra*.

A witness for the Virginian testified that the main line between Mullens and Deepwater, over which complainants' coals would probably pass in westbound movement, is more difficult of operation than the line east of Mullens, but it is apparent that this difficulty is due in a greater measure to operating practices than to physical obstacles. The highest point on eastbound traffic is encountered at Clark's [fol. 27] Gap, Va., 2,700 feet above sea level. The highest point in the westbound movement to Deepwater is 2,000 feet above sea level. One locomotive can haul some 15 to 18 loaded cars eastbound over Clark's Gap Hill. About 20 loaded cars can be hauled over the steepest grade westbound. Much eastbound coal is handled over the stretch of track between Mullens and Deepwater, including all of that originating on the Kanawha, Glen Jean & Eastern and moving in connection with the Virginian to tidewater. The road is laid with heavy rails and kept in good repair. Complainants introduced profile maps of the branch lines of the C. & O. in the New River district to show that the grades encountered on these branches equal or exceed in severity the grades on the main line of the Virginian between Mullens and Deepwater. The record will not warrant a conclusion that the difference in operating conditions from mines to Deepwater between the haul over the Virginian and that over the branch lines and independent short-line connections of the C. & O. is in and of itself sufficient to warrant a higher level of rates from complainant's mines. Moreover, the Virginian may, if it elects,

effect interchange with the C. & O. at Pemberton and thus obviate the haul from Mullens to Deepwater.

The two principal defendants, and those of the opposing interveners who have mines on the C. & O. or who now receive the benefit of rates over that line as a result of trackage or operating agreements, expressed fear that the establishment of joint rates on the basis sought will so deplete the car supply that all mines, including those of complainants, will be compelled to suspend operations to an even greater extent than has heretofore been necessary in periods of car shortage. The Virginian estimates that under those rates 2,000,000 tons of coal would move westbound annually. Complainants' estimate is 1,000,000 tons. Both estimates were based upon the percentage of C. & O. coal which moved westbound at the time of the hearing. The Virginian applied this percentage to the capacity of all mines on its line. Complainants considered only the capacity of mines which did not already have the benefit [fol. 28] of rates westbound over the C. & O. Some of the latter might prefer to use Virginian cars under the rates sought rather than the C. & O. cars which they are using now under the existing district rates, but it can not be assumed that they would do so in every instance. Both estimates are purely conjectural. A traffic witness for the C. & O. testified that his line had arranged for the purchase of 3,000 additional coal cars, and that the C. & O. would not expect to furnish any cars for this movement in the first instance if and when the district rates were to become effective for complainants' mines but that in any event it did not anticipate any serious drain upon its car supply as a result of interchanging empty for loaded cars at Deepwater.

The opposing interveners who operate mines on the Virginian but have the benefit of district rates over the C. & O. take the position stated by one of their witnesses as follows: I want to say to you in all justice to the connecting lines or joint mines that we make a convenience of the C. & O. and that is the only thing we use is for. When prices are higher in the western market than they are at tidewater we ship coal over the C. & O. west but we rarely ever use it for eastern or tidewater business and then only when we cannot help ourselves. My contention is this,

that by allowing a rate west over the Virginian you depreciate our properties on the Virginian and you stop me from making good money which I hope you will not do.

It is this ability to choose markets which these interveners would deny to complainants. They also fear that any additional movement over the C. & O. will overtax the capacity of that line to handle traffic expeditiously beyond the interchange at Deepwater. The traffic witness for the C. & O. expressed no such apprehension, but on the contrary indicated that his line is increasing its track facilities as well as purchasing new equipment.

Other opposing interveners, those whose mines are served exclusively by the Virginian, object to the establishment of district rates because they fear that the car supply of the Virginian will be depleted to their disadvantage. [fol. 29] Most of them have built up a satisfactory trade in the Southeast. Although the movement to that market takes Virginian equipment off its rails their witnesses stated that they would be unwilling to relinquish that trade in order to better the car supply.

Substantially the same contentions as to car supply were made by the defendants in *Pittsburgh Terminal R. R. Co. v. Director General*, 63 I. C. C. 179, 182. We there said:

The obligation to furnish cars rests on all carriers parties to joint rates. *Huerfano Coal Co. v. C. & S. E. R. R. Co.*, 28 I. C. C. 502. The conditions prevailing prior to and at the time of hearing were abnormal and are not present today. Moreover, we have control over car distribution in the public interest. If there is otherwise sufficient reason for the establishment of joint rates from complainants' mines, we are not persuaded that such rates should be withheld through fear that defendants' car supply may be depleted.

Whatever may have been the policy of the C. & O. in respect of the extension of its district rates to mines on other lines within the New River district the fact remains that, with the exception of the mines on the Virginian, all mines on other lines connecting with the C. & O. now enjoy the district rates. The C. & O. through its witness states that it does not oppose the extension of district rates to mines on the Virginian. Counsel for the Virginian admits that complainants' mines can not compete with other mines

in the district on account of the "impossible" rates. No sufficient reason from an operating standpoint appears why the mines on the Virginian should be kept on a different rate footing from mines on the branch lines of the C. & O. or on independent short lines within the district. Under such circumstances it must be concluded that the prejudice against complainants' mines is undue within the meaning of the act. There remains the issue of unreasonableness. Complainants assert that under all the considerations which prompted the establishment of the Outer Crescent rate adjustment their mines are entitled to district rates. The Norfolk & Western applies the same rate from Rift, W. Va., in its Tug River district as it does from Norton, [fol. 30] Va., in its Clinch Valley No. 2 district. The distances to Cincinnati from these shipping points are 148 and 283 miles, respectively. Complainants show that the average distances to a common gateway from the Norfolk & Western mines in its various districts, and from mines on the Clinchfield which take the district rates, are greater by 14.4 and 21.6 miles, respectively, than the average distance from Virginian mines to that gateway. To tidewater and to southeastern territory the mines on the Virginian and on the C. & O. are on a rate parity.

The Virginian contends that the district rates are lower than reasonable maxima and cites our decision in Bituminous Coal to C. F. A. Territory, *supra*, in which we said, at page 109:

In the light of all the evidence, the present rates from the Crescent to affected territory must, considering the circumstances and conditions of transportation and the value of the service, be regarded as below the level at which reasonable maximum rates might be fixed.

In that case we were dealing primarily with the relationship of rates as between Ohio mines and the Inner and Outer Crescents. We also allowed the increases which the carriers were there proposing, and the rates as thus increased form the bases of the rates now in effect. The following table is taken from an exhibit introduced by the Virginian to show that the combination rates from Hot Coal are not unreasonable *per se*. We have superimposed the earnings under the district rates from Pemberton:

To	Distance <sup>1</sup> (Miles)	Combina- tion rate (via Pem- berton)	Ton- mile earnings (Mills)	District rate	Ton- mile earnings (Mills)
Detroit, Mich.....	464	\$3.92	8.4	\$2.78	6
Milwaukee, Wis.....	738	5.13	6.1	3.90	5.4
Chicago, Ill.....	596	4.38	7.3	3.24	5.5

[fol. 31] The Virginian insists that the earnings under the combination rates not only show that those rates are not unreasonable per se but that they compare favorably with the rate of \$2.52 per long ton to tidewater, 444 miles, under which 75 per cent of its tonnage moved with earnings of 6.1 mills per ton-mile. This defendant refers to no other rates for comparison. As above shown, the average distance from Virginian mines to tidewater is 37 miles less than that from C. & O. mines, although the rate is the same. The C. & O. makes no contention that the district rates are depressed.

The Virginian introduced an elaborate cost study to show that the out-of-pocket cost in handling coal from mines on its Winding Gulf branch to Deepwater would be 47.221 cents per ton. Applying to that figure an operating ratio of slightly less than 50 per cent, which it maintained during the war period and which it states it must continue to maintain in order to provide a reasonable return upon its investment in property devoted to the public use, it arrives at a figure of \$1.01 per ton as the amount it should receive out of joint rates westbound for its haul to Deepwater. It urges further that inasmuch as Deepwater is the most easterly point on the C. & O. from which Kanawha district rates apply that line could not be expected to accept a division less in amount than the Kanawha district rate. It concludes, therefore, that the lowest possible basis which could be prescribed on this record would be the Kanawha district rates plus \$1. Rates to central territory from the Kanawha district range from 10 to 25 cents lower than rates from the New River district. This computation ignores the fact that the C. & O. would be relieved of all the service attendant upon assembling, weighing, and billing this coal. The matter of divisions is not before us in this proceeding.

<sup>1</sup> Distances are computed from Hot Coal. Deduct 7 miles for distances from Pemberton.

The comprehensive rate adjustment from the Inner and Outer Crescent groups to central territory is the outcome of competitive strain and stress through a long period of development. Whether commercial or carrier competition was the predominating factor can hardly be determined. [fol. 32] In any event the rates applicable under this adjustment have been so uniformly related, and that relation has endured so long, that they now afford a standard of reasonableness for rates from the same producing fields. Under the circumstances of this case relative reasonableness, rather than intrinsic reasonableness, becomes the important thing to be considered, and other criteria, such as ton-mile earnings, fall into the background. In *Corporation Commission of Virginia v. C. & O. Ry. Co.*, 40 I. C. C. 24, 28, we said:

It is true that in determining the reasonableness of rates, due consideration of their relation to other rates of the various carriers serving the same or competing localities should be given. In other words, section I of the act contemplates that rates to be just and reasonable must be relatively fair as between localities similarly situated, as well as reasonable per se.

In *Nagase & Co. v. Director General*, 62 I. C. C. 422, we said:

A shipper is entitled to a reasonable rate \* \* \* and one of the tests of a reasonable rate is its relationship to other rates on the same or analogous commodities between points in the same general territory for similar distances.

In *Stonega Coal & Coke Co. v. L. & N. R. R. Co.*, 39 I. C. C. 523, decided May 23, 1916, we found that the Appalachia group rates of the Louisville & Nashville were reasonable for application from mines on the Interstate Railroad. The defendants there contended that the group rates, which were and are made with relating to the rate structure here considered, were depressed. We did not so find, but referred to the rates of the Norfolk & Western from Inner Crescent mines for comparison. Similar contentions were made and rejected by us in a long line of decisions in which we have found reasonable or have approved group rates from points on independent short lines. *Campbell's Creek Coal Co. v. A. A. R. R. Co.*, 33 I. C. C. 558; *Hughes Creek Coal Co. v. K. & M. Ry. Co.*, 29 I. C. C.

671; Coal from West Virginia Mines, 59 I. C. C. 486; Coal from Sewell Valley R. R. Stations, 58 I. C. C. 261; Coal from Norton & Northern Ry. Mines, 58 I. C. C. 739; Consolidation Coal Co. v. C. & O. Ry. Co., 60 I. C. C. 763; River-[fol. 33] side Coal Co. v. Director General, 68 I. C. C. 205; McKell Coal & Coke Co. v. C. & O. Ry. Co., *supra*. On rehearing of the Hughes Creek case, *supra*, 31 I. C. C. 10, we allowed an arbitrary of 5 cents over the district rate but there was no showing that the C. & O. at that time divided its district rate with any other independent short line.

We find that the rates on coal, in carloads, from complainants' mines on the Virginian to interstate destinations enumerated in the tariffs referred to in Appendix B of the complaint will be for the future unreasonable and unduly prejudicial to the extent that they may exceed the rates contemporaneously maintained from main and branch line points on the C. & O. in the New River district.

An appropriate order will be entered.

Cox, Commissioner, dissenting:

The findings of the majority will compel the Virginian to meet by joint rates the westbound New River district rates of the Chesapeake & Ohio. The majority find that, irrespective of considerations of public interest, complainants are entitled to move their coal to any market at reasonable and nonprejudicial rates. They further find that under the circumstances of this case relative reasonableness rather than intrinsic reasonableness becomes the important thing to be considered and other criteria fall into the background. I agree that complainants are entitled to reasonable and nonprejudicial rates, but I do not believe that under the circumstances and conditions surrounding this traffic the failure to extend the highly competitive New River basis to mines served exclusively by the Virginian is either unreasonable or unduly prejudicial. Rates like the Outer Crescent group rates on coal made in practical disregard of distance and other transportation conditions that ordinarily enter into the making of rates are, I believe, justified only on the ground of public interest. In my opinion the extension of the group rates to the Vir-

ginian mines is not necessary or desirable in the public interest.

The Virginian begins immediately west of the boundary [fol. 34] line of the New River district and extends eastward to tidewater. It was built and developed to haul coal eastward, particularly to tidewater. Its maximum haul in that direction is about 450 miles. Its construction cost was high but seems to be justified because for about 340 miles the maximum grade is only two-tenths of 1 per cent. The majority of the Virginian's 9,500 coal cars remain under its control and are returned to the mines in from 10 to 16 days. In short, on eastbound coal the Virginian is in a position to render maximum efficient service at rates not excessive. Ordinarily it has been efficient in service and its rate from the New River district to tidewater, 444 miles, is \$2.52 per long ton. On westbound coal the average haul would be but 64.7 miles, mainly expensive assembling service, and this haul is 22 miles greater than the average distance from the Chesapeake & Ohio mines to the same point.

The Chesapeake & Ohio is differently situated. It extends through the New River and other coal districts and with its own or affiliated lines it reaches such important gateways and points as Cincinnati, Louisville, Chicago, Toledo, and Washington. Its lines are normal routes for both eastbound and westbound coal and to practically all of official territory it secures a very substantial line haul. The extent and direction of its lines naturally make it one of the main factors in the westbound movement of coal under the highly competitive Crescent adjustment of rates.

In determining whether joint rates are necessary and desirable in the public interest we must consider the interests of the consuming public, the shippers, and the carriers. I am unable to see that the consuming public in general will be benefited. Any movement to the west will divert a corresponding amount from a normal efficient route to the east, and the tonnage westbound would merely displace other coal more naturally tributary to those markets and be insufficient in volume to affect prices. The shippers on the Virginian would have additional markets but it is difficult to understand why they should be more desirable or advantageous under ordinary circumstances than the pres-

ent markets. Whatever advantage there might be in such [fol. 35] additional markets to certain shippers appears to me to be neutralized to the disadvantage of both consumers and shippers in the less efficient service which the Virginian would render with its present facilities. Every car of coal moved westward would be equivalent to removing at least two and one-half similar cars from the eastbound service. In practice, if not in theory, a trunkline carrier originating a substantial volume of coal supplies the cars. In his separate expression in *Ohio-Michigan Coal Cases*, 80 I. C. C. 663, in which I joined, Commissioner Potter said:

Additional transportation can be obtained only by increased facilities or the increased use of existing facilities. Increased facilities involve large expenditures and their use involves increased expense for handling and because of congestion, etc. Increased efficiency without increased equipment is the primary need. Increased efficiency in the use of equipment can be accomplished by making the equipment handle more tons per unit of time—day, month, or year.

To move 2,000,000 tons of coal westbound the Virginian claims that 5,000 additional cars costing \$15,000,000 would be required. Whatever the expense, I question whether it would not be largely wastage if the equipment is to be devoted to an uneconomical long-haul service not more necessary than that asked in this complaint. The Virginian would be compelled to rearrange its tracks within the district at considerable expense to accommodate the western movement; a cross current of traffic would be created which would increase assembling costs on all its coal; and on a substantial volume of tonnage it would be deprived of the line haul whereby it earns the funds necessary to maintain its present efficiency. In so far as the Chesapeake & Ohio is concerned, west of Huntington that defendant already moves, according to the testimony of one of its witnesses, its trains as close together as safety will permit. I am unable to agree that rates from mines on the Virginian in the New River district are unreasonable and unduly prejudicial to the extent that they exceed rates from mines on the Chesapeake & Ohio within that district.

[fol. 36]

## Order

AT A SESSION OF THE INTERSTATE COMMERCE COMMISSION,  
DIVISION 3, HELD AT ITS OFFICE, IN WASHINGTON, D. C., ON  
THE 10TH DAY OF MARCH, A. D. 1925

No. 14454

WYOMING COAL COMPANY; WILTON SMOKELESS COAL COMPANY; Trace Fork Coal Company; Devil's Fork Coal Company; Miller-Pocahontas Coal Company; and Leckie Fire Creek Smokeless Coal Company

v.

THE VIRGINIAN RAILWAY COMPANY; THE CHESAPEAKE & OHIO Railway Company; Chesapeake Steamship Company; Chesapeake Western Railway; Ann Arbor Railroad Company; The Atchison, Topeka & Santa Fe Railway Company; Baltimore & Ohio Chicago Terminal Railroad Company; The Baltimore & Ohio Railroad Company; Boyne City, Gaylord & Alpena Railroad Company; Carolina, Clinchfield & Ohio Railway; Central Indiana Railway Company; The Chicago & Alton Railroad Company and William W. Wheelock and William G. Bied, Receivers; Chicago, Burlington & Quincy Railroad Company; Chicago & Eastern Illinois Railroad Company and William J. Jackson, Receiver; Chicago & Erie Railroad Company; Chicago Great Western Railroad Company; Chicago, Indianapolis & Louisville Railway Company; Chicago, Kalamazoo & Saginaw Railway Company; Chicago, Milwaukee & Gary Railway Company; Chicago, Milwaukee & St. Paul Railway Company; Chicago & North Western Railway Company; Chicago, Peoria & St. Louis Railroad Company and Bluford Wilson and Wm. Cotter, Receivers; The Chicago, Rock Island & Pacific Railway Company; Chicago & Eastern Illinois Railway Company; Cincinnati, Georgetown & Portsmouth Railroad; The Cincinnati, Indianapolis & Western Railroad Company; The Cincinnati, Lebanon & Northern Railway Company; The Cleveland, Cincinnati, Chicago & St. Louis Railway Company; The Dayton & Union Railroad Company; The [fol. 37] Dayton, Toledo & Chicago Railway and W. H.

Ogborn, Receiver; The Detroit & Huron Railway Company; Detroit & Mackinac Railway Company; Detroit, Toledo & Ironton Railroad Company; Detroit & Toledo Shore Line Railroad Company; The East Jordan & Southern Railroad Company; Elgin, Joilet & Eastern Railway Company; Erie Railroad Company; Erie & Michigan Railway & Navigation Company; Felicity & Bethel Railroad Company; Fort Wayne, Cincinnati & Louisville Railroad Company; Grand Rapids & Indiana Railway Company; Grand Trunk Western Railway Company; The Home Avenue Railroad Company; The Hocking Valley Railway Company; Illinois Central Railroad Company; Illinois Terminal Railroad Company; Indian Harbor Belt Railroad Company; Kalamazoo, Lake Shore & Chicago Railway Company; The Kanawha & Michigan Railway Company; Kentucky & Indiana Terminal Railroad Company; The Lake Erie & Western Railroad Company; The Lorain, Ashland & Southern Railroad Company; The Lorain & West Virginia Railway Company; Louisville, Henderson & St. Louis Railway Company; Louisville & Nashville Railroad Company; Manistee & Northeastern Railroad and The Michigan Trust Company, Receiver; Michigan Railroad Company; The Michigan Central Railroad Company; The Minneapolis & St. Louis Railroad Company; New Jersey, Indiana & Illinois Railroad Company; The New York Central Railroad Company; The New York, Chicago & St. Louis Railroad Company; Norfolk & Western Railway Company; The Northern Ohio Railway Company; The Ohio Electric Railway Company and B. J. Jones, Receiver; The Pennsylvania Railroad Company, Western Lines; The Pennsylvania Railroad Company; Peoria & Pekin Union Railway Company; Pere Marquette Railway Company; The Pittsburgh, Cincinnati, Chicago & St. Louis Railroad Company; The Pittsburgh & Lake Erie Railroad Company; Pontiac, Oxford & Northern Railroad Company; Rapid City, Black Hills & Western Railroad Company; The Rapid Railway Company; Rapid Railroad Company; St. Louis & Hannibal Railroad Company; St. Louis Merchants Bridge Terminal Railway Company; St. Louis Transfer Railway Company; South-  
[fol. 38] ern Railway Company; Terminal Railroad As-

sociation of St. Louis; The Toledo & Ohio Central Railway Company; Toledo, Peoria & Western Railway Company and S. M. Russell, Receiver; Toledo, St. Louis & Western Railroad Company and W. L. Ross, Receiver; The Toledo & Western Railroad Company and J. Frank Johnson, Harry A. Dunn and Joseph A. Yeager, Receivers; Wabash Railway Company; The Wabash, Chester & Western Railroad Company; The Wheeling & Lake Erie Railway Company; Wiggins Ferry Company; and The Zanesville & Western Railway Company.

No. 13832

GULF COAL COMPANY

v.

SAME

These cases being at issue upon complaints and answers, on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and said division having, on the date hereof, made and filed a report containing its findings of fact and conclusions thereon, which said report is hereby referred to and made a part hereof:

It is ordered, that the above-named defendants, according as they participate in the transportation, be, and they are hereby, notified and required to cease and desist, on or before May 20, 1925, and thereafter to abstain from publishing, demanding, or collecting rates for the transportation of coal, in carloads, from the above-named complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devils Fork, Corinne, and Fireco, W. Va., to interstate destinations enumerated in the tariffs referred to in Appendix B of the complaint in No. 14454, which exceeds the rates prescribed in the next succeeding paragraph hereof.

It is further ordered, that said defendants, according as they participate in the transportation, be, and they are hereby, notified and required to establish, on or before May [fol. 39] 20, 1925, upon notice to this commission and to the general public by not less than 30 days' filing and posting in the manner prescribed in section 6 of the interstate com-

merce act, and thereafter to maintain and apply to the transportation of coal, in carloads, from said complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devils Fork, Corinne, and Fireco, W. Va., to destinations enumerated in the tariffs referred to in Appendix B of the complaint in No. 14454 rates which shall not exceed the rates contemporaneously maintained on like traffic from points on the main and branch lines of defendant The Chesapeake & Ohio Railway Company in the New River district to the same destinations.

And it is further ordered, that this order shall continue in force until the further order of the commission.

By the commission, division 3.

George B. McGinty, Secretary. (Seal.)

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[fol. 40]      IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER SETTING HEARING OF APPLICATION FOR TEMPORARY  
INJUNCTION—May 15, 1925

The Complainant above named having filed in this Court its Bill pursuant to the District Court Jurisdiction Act (38 Stat. L. 219) for an injunction against the enforcement, operation, or execution of, and for setting aside and annulling in whole or in part, a certain order made and entered by the Interstate Commerce Commission March 10, 1925, in proceedings known on its docket as Docket Nos. 13832 and 14454, and having made application for an injunction according to the prayer of said Bill and for a temporary stay or suspension, in whole or in part, of said order pending such application for an injunction.

It is ordered, That the application for such temporary stay or suspension be set for hearing in this Court before John C. Rose, Circuit Judge, Henry C. McDowell, District Judge, and George W. McClintic, District Judge, at Charleston, West Virginia, May 19th, 1925.

[fol. 41] IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER SETTING HEARING OF APPLICATION FOR INTERLOCUTORY  
INJUNCTION—May 16, 1925

This cause came on to be further heard at this term and for reasons appearing to the Court so much of the order entered herein on the 15th day of May, as set for hearing at Charleston on May 19th, 1925, Complainant's application for a temporary stay or suspension of the order of the Interstate Commerce Commission involved in this cause, is set aside, and Complainant making application for an interlocutory injunction or restraining order pending a final decree herein, such application is set for hearing at the Court Room of the United States District Court for the Eastern District of Virginia at Richmond on the 28th day of May, 1925.

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[fol. 42] IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER SETTING HEARING OF APPLICATIONS FOR TEMPORARY  
AND INTERLOCUTORY INJUNCTIONS—May 23, 1925

The Complainant above named having filed in this Court its Amended Bill in this cause, praying for an injunction against the enforcement, operation, or execution of, and for setting aside and annulling in whole or in part, a certain order made and entered by the Interstate Commerce Commission on May 19, 1925, in proceedings known on its docket as Docket Nos. 13832 and 14454, and having made application for an injunction according to the prayer of said Bill and for a temporary stay or suspension, in whole or in part, of said order pending such application for an injunction.

It is ordered, That the application for such temporary stay or suspension and such injunction be set for hearing before Edmund Waddill, Jr., Circuit Judge, I. M. Meekins, District Judge, and George W. McClintic, District Judge

at the Court Room of the District Court of the United States for the Eastern District of Virginia at Richmond, May 28th, 1925.

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[fol. 43]      IN UNITED STATES DISTRICT COURT

[Title omitted]

AMENDED BILL OF COMPLAINT

To the Honorable George W. McClintic, Judge of said Court:

The Complainant above named brings this its Amended Bill of Complaint against the Defendants above named, and represents and avers as follows, to-wit:

I

Complainant adopts all and singular the allegations of its original Bill filed in this cause as fully as if the same were herein again set forth fully and at length, except in so far as the allegations and prayer of the said Bill may be amended, modified or supplemented hereby.

II

Since the filing of said original Bill in this cause, to-wit: On the 19th day of May, 1925, the Defendant Interstate Commerce Commission, by Division 3 thereof, one member of said Division 3 dissenting, has revised and amended its report in the proceedings mentioned in the said original Bill, viz. Interstate Commerce Commission Docket No. 13,832, and Interstate Commerce Commission Docket No. 14,454, and has entered an amended or revised order in the said proceedings. Only the report of the majority of Division 3 was amended or revised and the opinion of the dissenting is the same as was originally filed. A copy of the said amended report, the dissenting report or opinion, and the amended order is herewith filed and made part of this Bill marked Exhibit No. 1.

## III

The amendments to the report of the majority of the Commission consist of changes in the 9th, 10th and last paragraphs thereof.

The change in the 9th paragraph is the addition of a statement that from the junction of the Chesapeake and Ohio and Virginian Railways at Deepwater the Kanawha District rates to western destinations, which range from ten to twenty-five cents less than the New River District rates, apply.

The changes in the 10th paragraph of the majority report and the substitution of the words "operating arrangements" for "trackage rights" in the 12th line and the omission of the words at the end of said paragraph "but our findings will make it unnecessary to pass upon that issue," which appear in the original report. The last paragraph of the amended report reads as follows:

"We find that the rates on coal, in earloads, from complainants' mines on the Virginian to interstate destinations on the lines of defendants and named or designated in the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B of the Complaint will be for the future unreasonable and unduly prejudicial to the extent that they may exceed the *district rates on like traffic maintained by defendants from mines in the New River districts of the C. & O. and Virginian and the Pocahontas and Tug River districts of the Norfolk & Western, these districts forming part of what is generally referred to as the Outer Crescent.*"

The effect is to exclude from the order the designations named in C. & O. I. C. C. Tariff 9368, which carried rates [fol. 45] on coal to destinations named therein on the Baltimore and Ohio Railroad in the District of Columbia and Maryland, and to substitute the language underscored in the above quotation for the following language appearing in the last paragraph of the original majority report:

"the rates contemporaneously maintained from main and branch line points on the C. & O. in the New River District."

The amendments in the order consist of a recitation of the filing of the amended report, the substitution of June 25th for May 20th as the effective date of the order, the exception of the destinations named in C. & O. Tariff I. C. C. 9368 from the effect of the order, and substantially the same change in the language of the order as was made in the language of the last paragraph of the majority report, as above stated.

#### IV

Also since the filing of said original Bill through routes and joint rates on coal in carload lots have been established, effective June 1, 1925, from all points of origin on Complainant's lines to destinations named in Chesapeake & Ohio Tariff I. C. C. No. 9368 by way of Alta Vista and Southern Railway, and by way of Matoaka and the Norfolk and Western Railway to all western destinations on or reached via the Norfolk and Western Railway and its connections, by tariffs duly filed and posted on the 22d day of May, 1925, copies of which tariffs as soon as procured will be herewith filed under one cover, marked Exhibit No. 2.

#### V

Because of the amendments in the 10th and last paragraphs of the majority report Complainant deems it advisable to set forth the facts in respect of certain trackage agreements between the Chesapeake and Ohio Railway Company and Complainant under which some 45 mines, frequently called "joint mines," some on Complainant's tracks and some on Chesapeake and Ohio tracks, receive the direct service of both carriers. These facts and all contracts connected with said trackage agreements fully [fol. 46] appear in the record of said proceedings.

Briefly, during the construction of the Virginian Railway, its Winding Gulf Branch, which extended from Mullens on its main line up Winding Gulf Fork of Guyandotte River and down Soak Creek of Piney Creek or River to Pemberton, a point of connection with the Piney Creek Branch of the Chesapeake and Ohio Railway, was paralleled or substantially paralleled by an extension of the Chesapeake and Ohio Piney Creek Branch from Pemberton to Stone-

coal Junction, at or near the mouth of Stonecoal Creek, a tributary of said Winding Gulf Fork, where a connection between the two railroads was likewise established.

Complainant, being badly in need of coal tonnage to use the facilities of, and furnish necessary revenue for its new railway, in 1912 leased for a 5-year term the Piney River and Paint Creek Railway, a short line in Raleigh County, West Virginia, connecting with the Chesapeake and Ohio Railway near Beekley, on which are several coal mines producing in the aggregate a considerable tonnage. It agreed, when making said lease, to either promptly build its line to a connection with said Piney River and Paint Creek Railway, which would have required several miles of new construction, or to acquire trackage rights over the Chesapeake and Ohio Piney Creek Branch between Pemberton and the junction of the Chesapeake and Ohio and Piney River and Paint Creek roads so as to reach the latter. Having obtained the lease, Complainant submitted to the Chesapeake and Ohio Railway Company a proposition that the latter should grant to Complainant the necessary trackage rights to reach the Piney River and Paint Creek Railway, and in consideration thereof Complainant would grant said Chesapeake and Ohio Railway Company a half interest in said Piney River and Paint Creek lease and an equivalent in trackage rights over Complainant's lines for the trackage rights desired over the Piney Creek Branch. This proposition was accepted by the Chesapeake and Ohio, and Complainant sub-leased to it a one-half interest in the lease of the Piney River and Paint Creek Railway, and trackage rights over the Piney Creek Branch of the Chesapeake and [fol. 47] Ohio were exchanged for what were regarded by the parties as trackage rights of equivalent value over the main line of the Virginian Railway.

As a part of the same transaction, the Chesapeake and Ohio Railway Company and Complainant jointly leased for 5 years the White Oak Railway, a short line in Fayette County, West Virginia, controlled by the same interests as controlled the Piney River and Paint Creek Railway, and connected with both Complainant's railway and the Chesapeake and Ohio Railway.

At about the same time it was agreed between the Chesapeake and Ohio Railway Company and Complainant that,

to avoid wasteful and unnecessary construction on tributaries of said Winding Gulf Fork, north of Stonecoal Junction, (that is in the territory in which their respective lines paralleled one another as aforesaid), either company desiring to build a branch, or an extension thereof, on any such tributary should give notice to the other, which should have the option of taking a half interest and joining in building such branch or extension, or of acquiring trackage rights thereover upon agreed terms as to the payment by way of rental of interest on the cost of construction, maintenance charges, etc.

Later, Complainant extended its Winding Gulf Branch up Piney Creek from Pemberton, paralleling for a short distance and extending beyond the Chesapeake and Ohio Piney Creek Branch, and Complainant's trackage right over that part of said Piney Creek Branch so paralleled was surrendered.

The leases of the Piney River and Paint Creek and White Oak Railways expired in 1917, and pursuant to negotiations pending and virtually closed before such expiration, at the close of that year the Chesapeake and Ohio Railway Company purchased the Piney River and Paint Creek Railway and a small portion of said White Oak Railway, Complainant purchased the remainder of said White Oak Railway, and a new trackage agreement was entered into whereby the trackage rights of Complainant on the former Piney River and Paint Creek Railway and on that portion of the [fol. 48] former White Oak Railway purchased by the Chesapeake and Ohio Railway Company and on a portion of the tracks of the Piney Creek Branch of the Chesapeake and Ohio, including the trackage necessary to reach said Piney River and Paint Creek Railway, and the Chesapeake and Ohio Railway Company's trackage rights over that portion of the White Oak Railway purchased by Complainant and over a portion of Complainant's main line, were preserved.

Under the agreement in respect of branches and extensions thereof on tributaries of Winding Gulf Fork north of Stonecoal Junction Complainant built its Stonecoal Branch on Stonecoal Creek, and likewise its Devil's Fork Branch on Devil's Fork of Stonecoal Creek, and the Chesa-

apeake and Ohio elected to take, took, and is enjoying trackage rights thereover.

Complainant believes and avers that for a time, perhaps, more than once, the Chesapeake and Ohio Railway Company and Complainant exercised their respective trackage rights by severally operating over the tracks subject to joint use. But for convenience, an operating arrangement has been made, terminable at the will of either party on short notice, whereby on certain of the joint tracks the Chesapeake and Ohio Railway Company switches cars for Complainant for an agreed compensation and on the remainder of such joint tracks Complainant for the same compensation renders a similar service to the Chesapeake and Ohio Railway Company.

## VI

Complainant in said proceeding, I. C. C. Docket No. 13,632, alleged unjust discrimination and undue prejudice against it by reason of said trackage agreements, and prayed in the alternative that similar arrangements permitting the Chesapeake and Ohio Railway to reach and directly serve its mine be enforced, or that through routes and joint rates on the New River District basis to destinations named in the C. & O. Tariffs exhibited should be established. Complainants in Docket No. 14,454 likewise alleged unjust discrimination and undue prejudice against them by reason of said trackage agreements, but prayed [fol. 49] only for the establishment of through routes and joint rates on the New River District basis to the destination named in the said tariffs.

The said trackage agreements and each of them were made in good faith and solely to avoid wasteful duplicate construction by Complainant and the Chesapeake and Ohio Railway Company, and were in law and in fact the equivalent of the construction by Complainant and said Chesapeake and Ohio Railway respectively of their own lines to the mines situated on the lines of the other; the report of the Examiner in the proceedings before the Commission found no unjust discrimination or undue prejudice to result therefrom; and the majority of Division 3, as shown by their original report, considered

the question of said trackage rights, but discarded the same as immaterial until, apparently, it seemed necessary to attempt to bolster the order attacked herein by an amended report.

## VII

When the Commission rejected the prayer of complainant in Docket No. 13,832 for the enforced extension to its mine of the benefit of said trackage agreements by requiring the Chesapeake and Ohio to serve said mine directly over Virginian tracks and by its revised report and amended order excepted from the effect of the order the destinations named in C. & O. Tariff I. C. C. 9368, it necessarily and conclusively held that no unjust discrimination or undue prejudice resulted from said trackage agreements, since the mines enjoying the advantages afforded by said trackage agreements have Chesapeake and Ohio service to all points on or reached via the Chesapeake and Ohio Railway, east and west, on New River district coal rates, and joint through rates on coal on the Chesapeake and Ohio New River district basis to certain western destinations granted complainants in the proceedings before the Commission by the amended order would not remove the unjust and undue discrimination and prejudice, if any, against them and in favor of mines which enjoy direct connection with the Chesapeake and Ohio Railway and New River district rates to all points, east as well as west, reached by the last mentioned railway and its connections.

[fol. 50]

## VIII

The amended order cannot be based upon or supported by a finding that said trackage agreements resulted in discrimination or undue prejudice, since there is no such finding in the report; if there were there is no evidence in the record to support such a finding; and if there were such a finding supported by evidence and appropriate, and only valid, order would be that such discrimination and prejudice be removed, which might be done either by affording to complainants in the proceedings before the Commission the benefit of a similar trackage agreement or agreements (not any substitute or supposed equivalent, partial or full), or by withdrawing such benefit from the 45 mines now enjoying

the same; whereas the order clearly contemplates the continuation of said existing trackage agreements and (if the coal rates on the New River district basis enjoyed by way of the Chesapeake and Ohio Railway to western destinations by the 45 so-called "joint-mines," having direct service from both the Chesapeake and Ohio Railway and Complainant by reason of the trackage agreements, are "the district rates maintained on like traffic by defendants to the said destinations from mines in the New River districts of \* \* \* The Virginian Railway Company" referred to in said order) orders that rates on coal the same as enjoyed thereunder to some, but not all, destinations reached thereby be made to complainants in the proceedings before the Commission, thus merely extending the discrimination, if in fact there is existing discrimination, and not leaving to this Complainant its undoubted right to remove the discrimination by withdrawing from the said trackage agreements.

## IX

Complainant does not maintain or participate in the maintenance of New River district rates on coal from any mine whatsoever served by it to any of the destinations named in the Chesapeake and Ohio tariffs covered by the amended order, and has never done so; it has never joined in establishing through routes or joint rates or through rates on coal from any point on its lines to any destination named in said tariffs, except that it has, as heretofore stated, recently become a party to Norfolk and Western coal tariffs [fol. 51] reaching substantially all of said destinations except perhaps a few local to the Chesapeake and Ohio Railway; and there have never been any through rates or joint rates or through rates, combination or otherwise, on coal by way of Complainant's railway to any destinations named in said Chesapeake and Ohio tariffs, and there will be none until the rates mentioned in Section IV of this Bill become effective on June 1, 1925.

Wherefore complainant prays:

I. That there be ordered and granted by the Court a temporary stay or suspension of the operation of said order of the Interstate Commerce Commission of May 19, 1925, and/or that a temporary or interlocutory injunction be

issued restraining and enjoining, until the further order of this Court, the United States of America and the Interstate Commerce Commission from enforcing or applying said order of May 19, 1925, and defendant The Chesapeake and Ohio Railway from establishing or publishing any rates prescribed by said order from any mines on Complainant's railway.

II. (a) That this court adjudge, order and decree that said order of the Interstate Commerce Commission of May 19, 1925, is null and void and without warrant in law, that the same be set aside and annulled and that the United States of America and the Interstate Commerce Commission, and each of them, be perpetually restrained and enjoined from enforcing, or proceeding against Complainant for failure to comply with said order of the Interstate Commerce Commission of May 19, 1925; or

(b) That this court adjudge, order and decree that said order of May 19, 1925, does not require the rates prescribed by said order to be established by all available routes, and that the United States of America and the Interstate Commerce Commission, and each of them, be perpetually restrained and enjoined from any and all proceedings to enforce the establishment of any rates prescribed in said order by way of Chesapeake and Ohio Railway and from prosecuting any proceeding against Complaint for failure to establish any such rates by way of Chesapeake and Ohio.

III. That defendant The Chesapeake and Ohio Railway Company be perpetually restrained and enjoined from establishing or publishing any rates prescribed by said order from any mines on Complainant's line of railway.

IV. That you- Complainant may have such and further relief as to equity may appertain and as may be deemed by this Honorable Court fit and proper.

The Virginian Railway Company, by Counsel. T. W. Carmalt, W. H. T. Loyall, E. W. Knight, Solicitors.

*Duly sworn to by E. W. Knight. Jurat omitted in printing*

## EXHIBIT No. 1 TO AMENDED BILL OF COMPLAINT

INTERSTATE COMMERCE COMMISSION

No. 14454<sup>1</sup>

WYOMING COAL COMPANY ET AL.

v.

[fol. 53] VIRGINIAN RAILWAY COMPANY ET AL.

Submitted June 30, 1924. Decided May 19, 1925

Rates on coal, in carloads, from mines on the Virginian Railway in the New River District of West Virginia to interstate destinations found unreasonable and unduly prejudicial. Reasonable and non-prejudicial rates prescribed for the future.

Francis B. James, Ewing H. Scott, and E. E. Williamson for complainants.

E. W. Knight, Williams, Loyall & Tunstall, and James W. Carmalt for The Virginian Railway Company, defendant.

J. S. Patterson for Chesapeake & Ohio Railway Company, defendant.

S. B. Avis, George T. Bell, A. R. Yarborough, and S. C. Higgins for numerous intervenors opposing the complaint.

## Amended Report of the Commission

Division 3, Commissioners Hall, Lewis, and Cox

HALL, Commissioner:

Upon further consideration of the record the report made and entered in these proceedings on March 10, 1925, is hereby amended to read as follows:

Exceptions were filed by defendant The Virginian Railway Company, hereinafter called the Virginian, to the report proposed by the examiner, and the case has been orally argued.

<sup>1</sup>This report also embraces No. 13832, Gulf Coal Company v. Virginian Railway Company et al.

Complainants are corporations operating coal mines at Hot Coal, Wyco, Jonben, Tracoal, Devil's Fork, Corinne and Fireco, W. Va. These mines are served exclusively by the Virginian. Complainants in No. 14454 allege that the rates on coal, in carloads, from their mines to interstate destinations named in tariffs specially referred to in Appendix B of the complaint are unreasonable and unduly prejudicial.<sup>2</sup> We are asked to prescribe rates on the basis now applicable from competing mines in the New River district. Rates will be stated in amounts per net ton unless otherwise specified.

[fol. 54] Complainant in No. 13832 is the Gulf Coal Company, a corporation operating a mine at Hot Coal, W. Va. In this complaint it alleges, inter alia, that the failure of the Virginian to establish the necessary track connections whereby complainant's mine may enjoy joint rates over and joint service by the Virginian and the Chesapeake & Ohio, hereinafter called the C. & O., results in undue prejudice to complainant and in undue preference of certain competing mines which enjoy joint rates and joint service through the medium of trackage or operating agreements specifically set forth. This complainant alleges violations of certain paragraphs of sections 1, 3, 6, and 15 of the interstate commerce act, which need not be discussed separately in view of our findings upon the issue in No. 14454, to which we now address ourselves.

Petitions of intervention opposing the establishment of rates from complainants' mines on the New River district basis were filed by numerous operators of mines served exclusively by the C. & O., exclusively by the Virginian, or jointly by the C. & O. and Virginian through trackage or operating agreements. Complainants' mines are in the Winding Gulf section of the New River district. The mine at Tracoal is a short distance north of Mullens on the main line of the Virginian running north through Mullens to Deepwater, its western terminus, where it connects with the C. & O. The mines at Corrine, Wyco, Devil's Fork and Hot Coal are on the Winding Gulf branch of the Virginian which leaves the main line at Mullens and runs to Pember-

<sup>2</sup>C. & O. I. C. C. 8665, and supplements 14, 21, and 25 thereto; C. & O. I. C. C. 9368; C. & O. I. C. C. 9363; C. & O. I. C. C. 9206, and supplement 1 thereto; C. & O. I. C. C. 9366; C. & O. I. C. C. 9369.

tor where it connects with the Winding Gulf branch of the C. & O. The mines at Jonben and Fireco are on the Piney [fol. 55] Creek branch of the Virginian extending south from Pemberton along the level of Piney Creek to a short distance beyond Fireco.

In November, 1922, when this complaint was filed, the New River district of the C. & O. comprised all mines on its main line between Meadow Creek on the east and Fort Defiance, just west of the confluence of the New and Gauley rivers, on the west; all mines on its branch lines and sub-branch lines served through junction points on its main line between Meadow Creek and Fort Defiance; all mines on the Sewell Valley, an independent short line connecting with it at Meadow Creek and extending in a northeasterly direction to G. & E. Junction; and certain mines on the main line or branch lines of the Virginia. Since the filing of this complaint we have prescribed the New River district rates, eastbound and westbound, from mines on the Kanawha, Glen Jean & Eastern, an independent short line connecting with the Loup Creek branch of the C. & O. at Kilsythe Junction, W. Va., and from mines on the Greenbrier & Eastern, and independent short line connecting with the Sewell Valley at G. & E. Junction. *McKell Coal & Coke Co. v. C. & O. Ry. Co.*, 78 I. C. C. 227; *Nelson Fuel Co. v. C. & O. Ry. Co.*, 83 I. C. C. 737. The latter case was affirmed on rehearing on February 9, 1925, 96 I. C. C. 124.

Southwest of the C. & O.'s New River district are the Pocahontas, Tug River, Clinch Valley No. 1, and Clinch Valley No. 2 districts of the Norfolk & Western. Running through and to the north of the last-named district a group of mines on the Carolina, Clinchfield & Ohio, hereinafter called the Clinchfield, is accorded the New River district rate basis for application over the joint route formed by that line, the C. & O. and its connections.

From all of the mines within these districts, which form a part of the so-called Outer Crescent, more fully described in Bituminous Coal to C. F. A. Territory, 46 I. C. C. 66, the rates to any given point in central territory are the same, and throughout this report they will be referred to as district rates. Complainants' mines are in the New

[fol. 56] River district of the Virginian which geographically corresponds to the New River district of the C. & O. The two carriers maintain parity of rates on eastbound movements from mines in their respective districts. All of the mines produce low-volatile "smokeless" bituminous coal and are in active competition. Complainants' mines and others served exclusively by the Virginian are not accorded district rates to central territory and in order to reach markets there they must pay combination rates, made up of the distance-commodity rates of the Virginian to its junction with the C. & O. and the district rates beyond, or, if that junction be Deepwater, the Kanawha district rates beyond, which range from 10 to 25 cents less than the New River district rates. These combinations range from \$1.14 to \$2.52 in excess of the district rates except where the junction is Deepwater.

Other mines on the Virginian within its New River district receive the benefit of district rates to central territory under trackage agreements between the Virginian and the C. & O. These trackage agreements give to each carrier the right to operate over certain tracks of the other but in practice under reciprocal operating arrangements the carrier owning the tracks receives the empties at the nearest junction point, spots them at the mines on its line, and afterwards delivers them loaded to the other carrier at that junction point. Such junction points are Pemberton and Stone Coal Junction. There are 45 competing mines on the Virginian within the New River district which receive the benefit of the district rates under these operating arrangements. Complainants allege that this results in undue prejudice to mines on the Virginian not so served.

Complainants' mines and others served exclusively by the Virginian, 54 in all, are the only mines in the districts thus far named of the Outer Crescent which are denied the benefit of district rates to central territory. They are entirely surrounded by mines taking the district rates which they seek. At the hearing counsel for the Virginian stated, in effect, that it was the policy of that defendant to discourage westbound movement from mines on its line. In [fol. 57] respect of the ability of complainants and others similarly situated to market their coals in central territory under the handicap of combination rates he said:

The coal rates to the west over the Virginian line as they now exist are rates that reach every station, including the junction points of Pemberton and Deepwater, but are made on the Virginian Railway's local distance tariffs. They are not merely unreasonable rates—I will say frankly to your Honor that they are impossible rates.

Much evidence was introduced to show the advantages or disadvantages which would result to complainants, to interveners, and to defendants from opening the western markets to complainants' mines and as to whether such action would be in the public interest. Irrespective of these considerations complainants are entitled to move their coal to any market at reasonable and nonprejudicial rates. We have repeatedly condemned the action of carriers in adjusting rates so as to impede or stifle the movement of commodities in any given direction. *Cardiff Coal Co. v. C., M. & St. P. Ry. Co.*, 13 I. C. C. 460; *Star Grain & Lumber Co. v. A., T. & S. F. Ry. Co.*, 14 I. C. C. 364; *Chamber of Commerce of Milwaukee v. C., R. I. & P. Ry. Co.*, 15 I. C. C. 460; *Wichita Board of Trade v. A., T. & S. F. Ry. Co.*, 25 I. C. C. 625; *Rates on Plaster and Gypsum Rock*, 27 I. C. C. 67; *Coal from W. Va. Mines*, 59 I. C. C. 486. Complainants' right and defendants' duty in this respect are not affected by the fact that the Virginian was constructed, and has been and is being improved, with a view to moving coal eastbound only. *Hughes Creek Coal Co. v. K. & M. Ry. Co.*, 29 I. C. C. 671; *Coal from W. Va. Mines*, *supra*.

The Virginian refers to *Loup Creek Colliery Co. v. Virginian Ry. Co.*, 12 I. C. C. 471, decided November 6, 1907, where we refused to order the establishment of joint rates east and west to points outside of West Virginia via Deepwater and the C. & O. from a mine at Page, W. Va., on the Virginian, 9 miles south of Deepwater. At that time the [fol. 58] Virginian's line to Sewalls Point was in course of construction. About half of it had been completed and was in operation. The complainant was paying 10 cents for the movement from Page to Deepwater and the district rates beyond. This amount compared favorably with that paid by other operators on independent short lines connecting with the C. & O. within the district. At that time the C. & O. did not accord district rates from mines on any independent short-line connection, and to do so from

mines on the Virginian would have resulted in undue prejudice. At the present time the situation is reversed. The Virginian mines are the only mines in the district which are not accorded district rates. The position of the Virginian is also reversed. There it supported, here it opposes, the establishment of district rates.

At the hearing the freight traffic manager of the C. & O. as a witness for that defendant stated that although the C. & O. had opposed the establishment of district rates from small independent and lateral lines it regarded "the Virginian Railway as in quite a different situation." As stated, the C. & O. accords district rates from all mines on its branch lines within the New River district and as a result of our orders in *McKell Coal & Coke Co. v. C. & O. Ry. Co.* and *Nelson Fuel Co. v. C. & O. Ry. Co.*, supra, from mines on the Kanawha, Glén Jean & Eastern and the Greenbrier & Eastern. In *Coal from Sewell Valley R. R. Stations*, 58 I. C. C. 261, we required the maintenance of joint rates from mines on that line on the district basis and condemned the policy of withholding such rates from independent short lines, thus restricting the markets for their mines. It is testified by a witness for complainants, and not denied by defendants, that approximately 90 per cent of the coal originating on the C. & O. in its New River district comes from branch lines.

The average distance from all mines on the C. & O. in the New River district to Kenova, W. Va., the gateway through which these coals move to central territory, is 131.8 miles. The average distance from all Virginian mines to the same gateway is 154.7 miles, a difference of 22.9 miles. If the mines on the Sewell Valley are included in the [fol. 59] C. & O. average distance the difference in distance is cut to 22.1 miles. District rates apply from mines on the Clinchfield over the C. & O. for an average distance of 44.5 miles in excess of the average distance from C. & O. mines above shown. The rates of the C. & O. and the Virginian to Hampton Roads are the same although the average distance from the Virginian mines is 37 miles less than that from the C. & O. mines. On westbound traffic the average distance from mines on the Sewell Valley is 23 miles greater than the average distance from mines on the main and branch lines of the C. & O. within the New River district. *Coal from Sewell Valley R. R. Stations*, supra.

A witness for the Virginian testified that the main line between Mullens and Deepwater, over which complainants' coals would probably pass in westbound movement, is more difficult of operation than the line east of Mullens, but it is apparent that this difficulty is due in a greater measure to operating practices than to physical obstacles. The highest point on east-bound traffic is encountered at Clarks Gap, Va., 2,700 feet above sea level. The highest point in the westbound movement to Deepwater is 2,000 feet above sea level. One locomotive can haul some 15 to 18 loaded cars eastbound over Clarks Gap Hill. About 20 loaded cars can be hauled over the steepest grade westbound. Much eastbound coal is handled over the stretch of track between Mullens and Deepwater, including all of that originating on the Kanawha, Glen Jean & Eastern and moving in connection with the Virginian to tidewater. The road is laid with heavy rails and kept in good repair. Complainants introduced profile maps of the branch lines of the C. & O. in the New River district to show that the grades encountered on these branches equal or exceed in severity the grades on the main line of the Virginian between Mullens and Deepwater. The record will not warrant a conclusion that the difference in operating conditions from mines to Deepwater between the haul over the Virginian and that over the branch lines and independent shortline connections of the C. & O. is in and of itself sufficient to warrant a higher level of rates from complainants' mines. [fol. 60] Moreover, the Virginian may, if it elects, effect interchange with the C. & O. at Pemberton and thus obviate the haul from Mullens to Deepwater.

The two principal defendants, and those of the opposing interveners who have mines on the C. & O. or who now receive the benefit of rates over that line as a result of trackage or operating agreements, expressed fear that the establishment of joint rates on the basis sought will so deplete the car supply that all mines, including those of complainants, will be compelled to suspend operations to an even greater extent than has heretofore been necessary in period of car shortage. The Virginian estimates that under those rates 2,000,000 tons of coal would move westbound annually. Complainants' estimate is 1,000,000 tons. Both estimates were based upon the percentage of C. & O.

coal which moved westbound at the time of the hearing. The Virginian applied this percentage to the capacity of all mines on its line. Complainants considered only the capacity of mines which did not already have the benefit of rates westbound over the C. & O. Some of the latter might prefer to use Virginian cars under the rates sought rather than the C. & O. cars which they are using now under the existing district rates, but it can not be assumed that they would do so in every instance. Both estimates are purely conjectural. A traffic witness for the C. & O. testified that this line had arranged for the purchase of 3,000 additional coal cars; that the C. & O. would not expect to furnish any cars for this movement in the first instance if and when the district rates were to become effective from complainants' mines, but that in any event it did not anticipate any serious drain upon its car supply as a result of interchanging empty for loaded cars at Deepwater.

The opposing interveners who operate mines on the Virginian but have the benefit of district rates over the C. & O. take the position stated by one of their witnesses as follows:

I want to say to you in all justice to the connecting lines or joint mines that we make a convenience of the C. & O. and that is the only thing we use it for. When prices are [fol. 61] higher in the western market than they are at tidewater we ship coal over the C. & O. west but we rarely ever use it for eastern or tidewater business and then only when we cannot help ourselves. My contention is this, that by allowing a rate west over the Virginian you depreciate our properties on the Virginian and you stop me from making good money which I hope you will not do.

It is this ability to choose markets which these interveners would deny to complainants. They also fear that any additional movement over the C. & O. will overtax the capacity of that line to handle traffic expeditiously beyond the interchange at Deepwater. The traffic witness for the C. & O. expressed no such apprehension but on the contrary indicated that his line is increasing its track facilities as well as purchasing new equipment.

Other opposing interveners, those whose mines are served exclusively by the Virginian, object to the establishment of district rates because they fear that the car supply of the Virginian will be depleted to their disadvan-

tage. Most of them have built up a satisfactory trade in the southeast. Although the movement to that market takes Virginian equipment off its rails their witnesses stated that they would be unwilling to relinquish that trade in order to better the car supply.

Substantially the same contentions as to car supply were made by the defendants in *Pittsburgh Terminal R. R. Co. v. Director General*, 63 I. C. C. 179, 182. We there said:

The obligation to furnish cars rests on all carriers parties to joint rates. *Huerfano Coal Co. v. C. & S. E. R. R. Co.*, 28 I. C. C. 502. The conditions prevailing prior to and at the time of hearing were abnormal and are not present today. Moreover, we have control over car distribution in the public interest. If there is otherwise sufficient reason for the establishment of joint rates from [fol. 62] complainants' mines, we are not persuaded that such rates should be withheld through fear that defendants' car supply may be depleted.

Whatever may have been the policy of the C. & O. in respect of the extension of its district rates to mines on other lines within the New River district the fact remains that, with the exception of the mines on the Virginian, all mines on other lines connecting with the C. & O. now enjoy the district rates. The C. & O. through its witness states that it does not oppose the extension of district rates to mines on the Virginian. Counsel for the Virginian admits that complainants' mines can not compete with other mines in the district on account of the "impossible" rates. No sufficient reason from an operating standpoint appears why the mines on the Virginian discriminated against as aforesaid should be kept on a different rate footing from other mines on the Virginian or on the branch lines of the C. & O. or on independent short lines within the district. Under the circumstances it must be and is concluded that the prejudice against complainants' mine is undue within the meaning of the act.

There remains the issue of unreasonableness. Complainants assert that under all the considerations which prompted the establishment of the Outer Crescent rate adjustment their mines are entitled to district rates. The Norfolk & Western applies the same rate from Rift, W. Va., in its Tug River district as it does from Norton, Va.,

in its Clinch Valley No. 2 district. The distances to Cincinnati from these shipping points are 148 and 233 miles, respectively. Complainants show that the average distances to a common gateway from the Norfolk & Western mines in its various districts, and from mines on the Clinchfield which take the district rates are greater by 14.4 and 21.6 miles, respectively, than the average distance from Virginian mines to that gateway. To tidewater and to southeastern territory the mines on the Virginian and on the C. & O. are on a rate parity.

The Virginian contends that the district rates are lower than reasonable maxima and cites our decision in Bituminous Coal to C. F. A. Territory, *supra*, in which we said, at page 109:

In the light of all the evidence, the present rates from the Crescent to affected territory must, considering the circumstances and conditions of transportation and the value of the service, be regarded as below the level at which reasonable maximum rates might be fixed.

In that case we were dealing primarily with the relationship of rates as between Ohio mines and the Inner and Outer Crescents. We also allowed the increases which the carriers were there proposing and the rates as thus increased from the bases of the rates now in effect. The following table is taken from an exhibit introduced by the Virginian to show that the combination rates from Hot Coal are not unreasonable *per se*. We have superimposed the earnings under the district rates from Pemberton:

To	Distance <sup>1</sup>	Combination rate (via Pemberton)	Ton-mile earnings	District rate	Ton-mile earnings
	(Miles)		(Mills)		(Mills)
Detroit, Mich.....	464	\$3.92	8.4	\$2.78	6
Milwaukee, Wis.....	738	5.13	6.1	3.99	5.4
Chicago, Ill.....	596	4.38	7.3	3.24	5.5

The Virginian insists that the earnings under the combination rates not only show that those rates are not unreasonable *per se* but that they compare favorably with the rate of \$2.52 per long ton to tidewater, 444 miles, under

<sup>1</sup> Distances are computed from Hot Coal. Deduct 7 miles for distances from Pemberton.

which 75 per cent of its tonnage moved with earnings of 6.1 mills per ton mile. This defend- refers to no other rates for comparison. As above shown, the average distance from Virginian mines to tidewater is 37 miles less than that from C. & O. mines, although the rate is the same. The C. & O. makes no contention that the district rates are depressed.

The Virginian introduced an elaborate cost study to show [fol. 64] that the out-of-pocket cost in handling coal from mines on its Winding Gulf branch to Deepwater would be 47.221 cents per ton. Applying to that figure an operating ratio of slightly less than 50 per cent, which it maintained during the war period and which it states it must continue to maintain in order to provide a reasonable return upon its investment in property devoted to the public use, it arrives at a figure of \$1.01 per ton as the amount it should receive out of joint rates westbound for its haul to Deepwater. It urges further that inasmuch as Deepwater is the most easterly point on the C. & O. from which Kanawha district rates apply that line could not be expected to accept a division less in amount than the Kanawha district rate. It concludes, therefore, that the lowest possible basis which could be prescribed on this record would be the Kanawha district rates plus \$1. Rates to central territory from the Kanawha district range from 10 to 25 cents lower than rates from the New River district. This computation ignores the fact that the C. & O. would be relieved of all the service attendant upon assembling, weighing and billing this coal. The matter of divisions is not before us in this proceeding.

The comprehensive rate adjustment from the Inner and Outer Crescent groups to central territory is the outcome of competitive strain and stress through long periods of development. Whether commercial or carrier competition was the predominating factor can hardly be determined. In any event the rates applicable under this adjustment have been so uniformly related, and that relation has endured so long, that they now afford a standard of reasonableness for rates from the same producing fields. Under the circumstances of this case relative reasonableness, rather than intrinsic reasonableness, becomes the important thing to be considered, and other criteria, such as ton-mile earnings, fall into the background. In Corporation

Commission of Virginia v. C. & O. Ry. Co., 40 I. C. C. 24, 28, we said:

It is true that in determining the reasonableness of rates, due consideration of their relation to other rates of the [fol. 65] various carriers serving the same or competing localities should be given. In other words, section 1 of the act contemplates that rates to be just and reasonable must be relatively fair as between localities similarly situated, as well as reasonable per se.

In *Negase & Co. v. Director General*, 62 I. C. C. 422, we said:

A shipper is entitled to a reasonable rate \* \* \* and one of the tests of a reasonable rate is its relationship to other rates on the same or analogous commodities between points in the same general territory for similar distances.

In *Stonega Coal & Coke Co. v. L. & N. R. R. Co.*, 39 I. C. C. 523, decided May 23, 1916, we found that the Appalachia group rates of the Louisville & Nashville were reasonable for application from mines on the Interstate Railroad. The defendants there contended that the group rates, which were and are made with relation to the rate structure here considered, were depressed. We did not so find, but referred to the rates of the Norfolk & Western from Inner Crescent mines for comparison. Similar contentions were made and rejected by us in a long line of decisions in which we have found reasonable or have approved group rates from points on independent short lines. *Campbell's Creek Coal Co. v. A. A. R. R. Co.*, 33 I. C. C. 558; *Hughes Creek Coal Co. v. K. & M. Ry. Co.*, 29 I. C. C. 671; *Coal from West Virginian Mines*, 59 I. C. C. 486; *Coal from Sewell Valley R. R. Stations*, 58 I. C. C. 261; *Coal from Norton & Northern Ry. Mines*, 58 I. C. C. 739; *Consolidated Coal Co. v. C. & O. Ry. Co.*, 60 I. C. C. 763; *Riverside Coal Co. v. Director General*, 68 I. C. C. 205; *McKell Coal & Coke Co. v. C. & O. Ry. Co.*, *supra*. On rehearing of the *Hughes Creek* case, *supra*, 31 I. C. C. 10, we allowed an arbitrary of 5 cents over the district rate but there was no showing that the C. & O. at that time divided its district rate with any other independent short line.

We find that the rates on coal, in carloads, from complainants' mines on the Virginian to interstate destina-

tions on the lines of defendants and named or designated in [fol. 66] the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B. of the complaint will be for the future unreasonable and unduly prejudicial to the extent that they may exceed the district rates on like traffic maintained by defendants from mines in the New River districts of the C. & O. and Virginian and the Pocahontas and Tug River districts of the Norfolk & Western, these districts forming part of what is generally referred to as the Outer Crescent.

An appropriate order will be entered.

Cox, Commissioner, dissenting:

The findings of the majority will compel the Virginian to meet by joint rates the westbound New River district rates of the Chesapeake & Ohio. The majority find that, irrespective of considerations of public interest, complainants are entitled to move their coal to any market at reasonable and nonprejudicial rates. They further find that under the circumstances of this case relative reasonableness rather than intrinsic reasonableness becomes the important thing to be considered and other criteria fall into the background. I agree that complainants are entitled to reasonable and nonprejudicial rates, but I do not believe that under the circumstances and conditions surrounding this traffic the failure to extend the highly competitive New River basis to mines served exclusively by the Virginian is either unreasonable or unduly prejudicial. Rates like the Outer Crescent group rates on coal made in practical disregard of distance and other transportation conditions that ordinarily enter into the making of rates are, I believe, justified only on the ground of public interest. In my opinion the extension of the group rates to the Virginian mines is not necessary or desirable in the public interest.

The Virginian begins immediately west of the boundary line of the New River district and extends eastward to tidewater. It was built and developed to haul coal eastward, particularly to tidewater. Its maximum haul in that direction is about 450 miles. Its construction cost was high but seems to be justified because for about 340 miles the maximum grade is only two-tenths of one per cent. The major- [fol. 67] ity of the Virginian's 9,500 coal cars remain under its control and are returned to the mines in from

10 to 16 days. In short, on eastbound coal the Virginian is in a position to render maximum efficient service at rates not excessive. Ordinarily it has been efficient in service and its rate from the New River district to Tidewater, 444 miles, is \$2.52 per long ton. On westbound coal the average haul would be but 64.7 miles, mainly expensive assembling service, and this haul is 22 miles greater than the average distance from the Chesapeake & Ohio mines to the same point.

The Chesapeake & Ohio is differently situated. It extends through the New River and other coal districts and with its own or affiliated lines it reaches such important gateways and points as Cincinnati, Louisville, Chicago, Toledo, and Washington. Its lines are normal routes for both eastbound and westbound coal and to practically all of official territory it secures a very substantial line haul. The extent and direction of its lines naturally make it one of the main factors in the westbound movement of coal under the highly competitive crescent adjustment of rates.

In determining whether joint rates are necessary and desirable in the public interest we must consider the interests of the consuming public, the shippers, and the carriers. I am unable to see that the consuming public in general will be benefited. Any movement to the west will divert a corresponding amount from a normal efficient route to the east, and tonnage westbound would merely displace other coal more naturally tributary to those markets and be insufficient in volume to affect prices. The shippers on the Virginian would have additional markets but it is difficult to understand why they should be more desirable or advantageous under ordinary circumstances than the present markets. Whatever advantage there might be in such additional markets to certain shippers appears to me to be neutralized to the disadvantage of both consumers and shippers in the less efficient service which the Virginian would render with its present facilities. Every car of coal moved westward would be equivalent to removing at least two and one-half similar cars from the eastbound service. [fol. 68] In practice, if not in theory, a trunk line carrier originating a substantial volume of coal supplies the cars. In his separate expression in *Ohio-Michigan Coal Cases*, 80 I. C. C. 663, in which I joined, Commissioner Potter said:

Additional transportation can be obtained only by increased facilities or the increased use of existing facilities. Increased facilities involve large expenditures and their use involves increased expense for handling and because of congestion, etc. Increased efficiency without increased equipment is the primary need. Increased efficiency in the use of equipment can be accomplished by making the equipment handle more tons per unit of time—day, month, or year.

To move 2,000,000 tons of coal westbound the Virginian claims that 5,000 additional cars costing \$15,000,000 would be required. Whatever the expense, I question whether it would not be largely wastage if the equipment is to be devoted to an uneconomical long-haul service not more necessary than that asked in this complaint. The Virginian would be compelled to rearrange its tracks within the district at considerable expense to accommodate the western movement; a cross current of traffic would be created which would increase assembling costs on all its coal, and on a substantial volume of tonnage it would be deprived of the line haul whereby it earns the funds necessary to maintain its present efficiency. In so far as the Chesapeake & Ohio is concerned, west of Huntington that defendant already moves, according to the testimony of one of its witnesses, its trains as close together as safety will permit. I am unable to agree that rates from mines on the Virginian in the New River district are unreasonable and unduly prejudicial to the extent that they exceed rates from mines on the Chesapeake & Ohio within that district.

AT A SESSION OF THE INTERSTATE COMMERCE COMMISSION,  
DIVISION 3, HELD AT ITS OFFICE, IN WASHINGTON, D. C., ON  
THE 19TH DAY OF MAY, A. D. 1925.

[fol. 69] Upon further consideration of the record in the proceedings hereinafter named and said division having, on the date hereof, made and filed an amended report in said proceedings containing its findings of fact and conclusions thereon which said amended report is hereby referred to and made a part hereof:

It is ordered, That the order heretofore made and entered in said proceedings on March 10, 1925, be and the same is hereby amended to read as follows:

No. 14454

WYOMING COAL COMPANY; WILTON SMOKELESS COAL COMPANY; Trace Fork Coal Company; Devil's Fork Coal Company; Miller-Pocahontas Coal Company, and Leckie Fire Creek Smokeless Coal Company

v.

THE VIRGINIAN RAILWAY COMPANY; THE CHESAPEAKE & OHIO Railway Company; Chesapeake Steamship Company; Chesapeake Western Railway; Ann Arbor Railroad Company; The Atchison, Topeka & Santa Fe Railway Company; Baltimore & Ohio Chicago Terminal Railroad Company; The Baltimore & Ohio Railroad Company; Boyne City, Gaylord & Alpena Railroad Company; Carolina, Clinchfield & Ohio Railway; Central Indiana Railway Company; The Chicago & Alton Railroad Company, and William W. Wheelock and William G. Bierd, Receivers; Chicago, Burlington & Quincy Railroad Company; Chicago & Eastern Illinois Railroad Company, and William J. Jackson, Receiver; Chicago & Erie Railroad Company; Chicago Great Western Railroad Company; Chicago, Indianapolis & Louisville Railway Company; Chicago, Kalamazoo & Saginaw Railway Company; Chicago, Milwaukee & Gary Railway Company; Chicago, Milwaukee & St. Paul Railway Company; Chicago & North Western Railway Company; Chicago, Peoria & St. Louis Railroad Company, and Bluford Wilson and Wm. Cotter, Receivers; The Chicago, Rock Island & Pacific Railway Company; Chicago & Eastern Illinois [fol. 70] Railway Company; Cincinnati, Georgetown & Portsmouth Railroad; The Cincinnati, Indianapolis & Western Railroad Company; The Cincinnati, Lebanon & Northern Railroad Railway Company; The Cleveland, Cincinnati, Chicago & St. Louis Railway Company; The Dayton & Union Railroad Company; The Dayton, Toledo and Chicago Railway, and W. H. Ogborn, Receiver; The Detroit & Huron Railway Company; Detroit & Mackinac

Railway Company; Detroit, Toledo & Ironton Railroad Company; Detroit and Toledo Shore Line Railroad Company; The East Jordan and Southern Railroad Company; Elgin, Joliet & Eastern Railway Company; Erie Railroad Company; Erie & Michigan Railway and Navigation Company; Felicity & Bethel Railroad Company; Fort Wayne, Cincinnati & Louisville Railroad Company; Grand Rapids & Indiana Railway Company; Grand Trunk Western Railway Company; The Home Avenue Railroad Company; The Hocking Valley Railway Company; Illinois Central Railroad Company; Illinois Terminal Railroad Company; Indiana Harbor Belt Railroad Company; Kalamazoo, Lake Shore & Chicago Railway Company; The Kanawha & Michigan Railway Company; Kentucky & Indiana Terminal Railroad Company; The Lake Erie & Western Railroad Company; The Lorain, Ashland & Southern Railroad Company; The Lorain & West Virginia Railway Company; Louisville, Henderson & St. Louis Railway Company; Louisville & Nashville Railroad Company; Manistee & Northeastern Railroad, and The Michigan Trust Company, Receiver; Michigan Railroad Company; The Michigan Central Railroad Company; The Minneapolis & St. Louis Railroad Company; New Jersey, Indiana & Illinois Railroad Company; The New York Central Railroad Company; The New York, Chicago & St. Louis Railroad Company; Norfolk & Western Railway Company; The Northern Ohio Railway Company; The Ohio Electric Railway Company, and B. J. Jones, Receiver; The Pennsylvania Railroad Company, Western Lines; The Pennsylvania Railroad Company; Peoria & Pekin Union [fol. 71] Railway *Railway* Company; Pere Marquette Railway Company; The Pittsburgh, Cincinnati, Chicago & St. Louis Railroad Company; The Pittsburgh & Lake Erie Railroad Company; Pontiac, Oxford & Northern Railroad Company; Rapid City, Black Hills and Western Railroad Company; The Rapid Railway Company; Rapid Railroad Company; St. Louis and Hannibal Railroad Company; St. Louis Merchants Bridge Terminal Railway Company; St. Louis Transfer Railway Company; Southern Railway Company; Terminal Railroad Association of St. Louis; The Toledo & Ohio Central

Railway Company; Toledo, Peoria & Western Railway Company, and S. M. Russell, Receiver; Toledo, St. Louis & Western Railroad Company, and W. L. Ross, Receiver; The Toledo & Western Railroad Company, and J. Frank Johnson, Harry A. Dunn and Joseph A. Yeager, Receivers; Wabash Railway Company; The Wabash, Chester & Western Railroad Company; The Wheeling & Lake Erie Railway Company; Wiggins Ferry Company; and The Zanesville & Western Railway Company.

No. 13832

GULF COAL COMPANY

v.

SAME

These cases being at issue upon complaints and answers on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and said division having, on March 10, 1925, made and filed a report and on May 19, 1925 an amended report containing its findings of fact and conclusions thereon, which said amended report is hereby referred to and made a part hereof:

It is ordered, That the above-named defendants, according as they participate in the transportation, be, and they are hereby, notified and required to cease and desist, on or before June 25, 1925, and thereafter to abstain, from [fols. 72 & 73] publishing, demanding or collecting rates for the transportation of coal, in carloads, from the above-named complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devil's Fork, Corinne, and Fireco, W. Va., to interstate destinations named or designated in the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B of the complaint in No. 14454, which exceed the rates prescribed in the next succeeding paragraph hereof;

It is further ordered, that said defendants, according as they participate in the transportation, be, and they are hereby, notified and required to establish, on or before June 25, 1925, upon notice to this commission and to the general public by not less than one day's filing and posting

in the manner prescribed in section 6 of the interstate commerce act, and thereafter to maintain and apply to the transportation of coal, in carloads, from said complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devil's Fork, Corinne, and Fireco, W. Va., to destinations named or designated in the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B of the complaint in No. 14454, rates which shall not exceed the district rates maintained on like traffic by defendants to the same destinations from mines in the New River districts of The Chesapeake & Ohio Railway Company and The Virginian Railway Company, respectively, and the Pocahontas and Tug River districts of the Norfolk & Western Railway Company, these districts forming part of what is generally referred to as the Outer Crescent.

And it is further ordered, that this order shall continue in force until the further order of the commission.

By the commission, division 3.

George B. McGinty, Secretary. (Seal.)

(Here follow tariffs No. 1836, Virginian Railway Company, side folio pages 74-79; C. & C. No. 4493, side folio pages 80-88; C. & C. No. 4387, side folio pages 89-96, and C. & C. No. 4475, side folio pages 97-233.)

EXHIBIT "2" TO AMENDED BILL OF COMPLAINT

Any supplement to this tariff will be in effect at any time.

I. C. C. No. 1299.

TARIFF No. 1836.

# THE VIRGINIAN RAILWAY COMPANY

—IN CONNECTION WITH—

THE BALTIMORE AND OHIO RAILROAD COMPANY (Willard, Ohio, exclusive, Neffa, Ohio, Parkersburg, W. Va., Kenova, W. Va., inclusive and East)	FX 4—No. 2153.
THE CHESAPEAKE AND OHIO RAILWAY COMPANY	FX 4—No. 21.
SOUTHERN RAILWAY COMPANY	FX 3—No. 2344.

## JOINT FREIGHT RATES

IN CENTS PER TON 1,360 POUNDS

—APPLYING ON—

# COAL, Carloads

—FROM STATIONS AND MINES ON—

## VIRGINIAN RAILWAY

—AND—

## CHESAPEAKE AND OHIO RAILWAY

—TO POINTS IN—

## Maryland and District of Columbia

For information regarding prepay stations and facilities for handling freight at points of destination shown herein, refer to Official List of Open and Prepay Stations No. 23 (F. A. Leland's I. C. C. No. 1732), supplements thereto and resumes thereof.

Rates published herein are issued on one days notice in compliance with order of the Interstate Commerce Commission in Docket Nos. 13632 and 14454, of March 10, 1925, and Supplemental Order of May 14, 1925.

Issued May 19, 1925.

Effective June 1, 1925.

Issued by

E. M. ADSIT, Traffic Manager, Norfolk, Va.	W. S. SAUNDERS, General Freight Agent, Norfolk, Va.	A. F. SCHAFHIRT, Asst. Gen. Freight Agent, Norfolk, Va.	H. C. MITCHELL, Asst. Gen. Freight Agent, Norfolk, Va.
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Railroad Tariff File No. 6-C.

(700)

(Authority O-8406).

1976—Keyman Printing Corp., Norfolk, Va.

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## NOTES.

### Note 1.—

For Geographical List of Stations from which rates apply, see Circular No. 133-M, I. C. C. No. 1003, captioned thereto and annexes thereof.

## RULES AND REGULATIONS.

### Minimum Weight.

Freight charges will be assessed on all shipments on basis of actual scale weights, subject to the following minimum: Minimum weight is gross tons.

All coal must be weighed on Virginian Railway track scales at regular weighing points.

### RATES FROM AND TO INTERMEDIATE POINTS.

Rates from any point which is an established point for the receipt of freight, and is not named in this Tariff, but is located intermediate to a point named herein, will be the same as from the next more distant point.

To any point of destination not named herein but located between any two points of destination named herein on the rails of the Interstate carrier, the rate to the next more distant point will apply.

### STORAGE, DEMURRAGE AND TERMINAL CHARGES AND TRANSIT PRIVILEGES.

The freight rates published herein are subject to absorptions or addition (as the case may be) of terminal, switching, storage, car service, demurrage, diversion, reconignment, or other charges or privileges as shown in tariffs and circulars, published by the Virginian Railway or other lines which participate in such rates lawfully on file with the Interstate Commerce Commission.

There are no terminal, switching, storage, car service, demurrage, diversion, reconignment or other charges on any rules or regulations in effect at origin or destination which in anywise change, affect or determine any part or the aggregate of the rates named herein when to or from points off the line of the Virginian Railway, except as published and lawfully filed with the Interstate Commerce Commission by the carriers participating in such rates.

### LIMITS OF TIME FOR CLAIM AND SUIT.

Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within six months (or nine months in case of export traffic, after a reasonable time for delivery has elapsed. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed. Provided: That in case the claim on which suit is based was made in writing within six months, or nine months in case of export traffic, suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice.

### RIGHT TO SELL REFUSED OR UNCLAIMED PROPERTY.

Where property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it, fails to receive it within 10 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. Provided: That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the tariff if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. Provided: That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

Where the procedure provided for in the preceding paragraph is not possible, it is agreed that nothing contained in said paragraph shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

The proceeds of any sale made under the two preceding paragraphs shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

Station. RATES IN CENTS PER TON 2,240 POUNDS.

TO STATIONS ON	FROM Stations Named on Page 8.
<b>BALTIMORE AND OHIO RAILROAD.</b>  Baltimore D. C. Annapolis Md. Pikesburg Md. Eastwood Md. Gay Chase Md. Shinn Md. Seneca Reservoir D. C. Imperial Md. Angleton D. C. Gettysburg D. C. Laurel Md. Logtown D. C. North Tacoma D. C. New Springs Md. Loma Park Md. Loma Cottage D. C. University D. C. Washington D. C.	312

**ROUTE.**

Via Allavista, Va., Southern Railway and Potomac Yard, Va.

78 +  
79

Only one Supplement to this Tariff will be in effect at any time.

**TARIFF C. & C. No. 4493**

Cancels Tariff C. & C. No. 4383.

**I. C. C. No. 3045-B**

Cancels I. C. C. No. 2593-B.

# NORFOLK AND WESTERN RAILWAY COMPANY

—IN CONNECTION WITH—

Participating Carriers Named on Page 2

**JOINT FREIGHT TARIFF**

PUBLISHING RATES ON

## Coal and Coal Briquets

In Carload Quantities

RATES IN CENTS PER TON 2,000 POUNDS

FROM

**Coal Districts and Stations on Norfolk and Western Railway Company**

AS DESCRIBED ON PAGES 3 AND 4

TO

**SOUTHERN POINTS**



By authority of Rule 77 of Interstate Commerce Commission Tariff Circular No. 18-A, the commodity rates published here are not made applicable from (or to) all intermediate points. Commodity rates not exceeding those from (or to) the next more distant point from (or to) which a commodity rate, subject to Rule 77, is named, either in this or other tariffs lawfully on file with the Commission will be established, under this rule, upon one day's notice to the Commission and to the public from (or to) intermediate points as follows:

(1) Within thirty days after receipt of request, written or verbal, for the establishment of such rate or rates, accompanied by advice of early prospective shipments from (or to) any such intermediate point.

(2) Within 90 days after a responsible traffic official of the carrier obtains knowledge that a shipment has moved or probably will move from (or to) any such intermediate point.

(3) This rule does not authorize the maintenance of commodity rates from (or to) intermediate points higher than the rates applicable from (or to) more distant points, neither does it authorize reductions in existing commodity rates or any increases in rates from or to intermediate points on less than statutory notice.

(4) Where Rule 77 is applicable, and it develops that shipments have moved from (or to) an intermediate point under a rate higher than that contemporaneously applicable from (or to) the more distant point, carriers will file an application with the Interstate Commerce Commission on the Special Docket for authority to make refund on all such shipments to the basis of the rate from (or to) the more distant point.

Issued November 21, 1924

Effective December 27, 1924

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

Issued by  
**T. D. HOBART,**  
General Coal Freight Agent,  
ROANOKE, VA.

**O. W. COX,**  
Coal Freight Agent,  
ROANOKE, VA.

700

**PARTICIPATING CARRIERS.**

The Cincinnati, New Orleans & Texas Pacific Railway Company.....	F X 3—423
Louisville and Nashville Railroad Company.....	F X 3—995
Louisville, Henderson & St. Louis Railway Company.....	F X 3—459
Southern Railway Company.....	F X 3—11

Supplement No. 1 to  
**TARIFF C. & C. No. 4493**

Supplement No. 1 contains all changes  
from the original Tariff that are  
effective on the date hereof.

Supplement No. 1 to  
**I. C. C. No. 3045-B**

Supplement No. 1 contains all changes  
from the original Tariff that are  
effective on the date hereof.

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

PARTICIPATING CARRIERS NAMED ON PAGE 2 OF TARIFF AS AMENDED

JOINT FREIGHT TARIFF

PUBLISHING RATES ON

## Coal and Coal Briquets

IN CARLOAD QUANTITIES

RATES IN CENTS PER TON 2,000 POUNDS

FROM COAL DISTRICTS AND STATIONS ON

**Norfolk and Western Railway Company**

AND

**Virginian Railway Company**

As Described on Pages 3 and 4 of Tariff, as Amended

TO

**SOUTHERN POINTS**

SUBJECT TO RULES AND CONDITIONS OF TARIFF UNLESS OTHERWISE PROVIDED.

Issued May 19, 1925

Effective June 1, 1925

Rates published herein from Hot Coal, Wyco, Jonben, Nuriva, Devils Fork, Coriame and Fireco, W. Va., on the Virginian Railway are issued on one day's notice, in compliance with Order of the Interstate Commerce Commission in Dockets Nos. 13522 and 14454 of March 10th, 1925 and Supplemental Order of May 14th, 1925.

Rates published herein from all stations on the Virginian Railway, except Hot Coal, Wyco, Jonben, Nuriva, Devils Fork, Coriame and Fireco, W. Va., are issued on one day's notice under Special Permission of the Interstate Commerce Commission No. 72156 of May 15th, 1925.

Issued by

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

**O. W. COX,**  
General Coal Freight Agent,  
ROANOKE, VA.

**F. S. BAIRD,**  
Coal Freight Agent,  
ROANOKE, VA.

750

In Supplement No.	Date Effective	Page No. of Tariff																					
1	June 1, 1925	Title	Correct Title Page of Tariff to read: From coal districts and stations on Norfolk and Western Railway Company and Virginian Railway Company. as described on Pages 3 and 4 of Tariff, as amended.																				
			<table border="1"> <tr> <th colspan="2">PARTICIPATING CARRIERS.</th><th colspan="2">CONCURRENCE</th></tr> <tr> <th colspan="2"></th><th>Form</th><th>No.</th></tr> <tr> <td>1</td><td>June 1, 1925</td><td>2</td><td>The Virginian Railway Company.....</td></tr> <tr> <td></td><td></td><td></td><td>ADD</td></tr> <tr> <td></td><td></td><td></td><td>F X 5 1637</td></tr> </table>	PARTICIPATING CARRIERS.		CONCURRENCE				Form	No.	1	June 1, 1925	2	The Virginian Railway Company.....				ADD				F X 5 1637
PARTICIPATING CARRIERS.		CONCURRENCE																					
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1	June 1, 1925	2	The Virginian Railway Company.....																				
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			F X 5 1637																				

## ADD:

## ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.

## VIRGINIAN RAILWAY.

STATIONS	District	Group No.	STATIONS	District	Group No.
Albany ..... W. Va.	Virginian	*3	Lego ..... W. Va.	Virginian	*3
Affinity ..... W. Va.			Lester ..... W. Va.		
Algonquin ..... W. Va.			Lick Fork ..... W. Va.		
Alpaca ..... W. Va.			Lillybrook ..... W. Va.		
America ..... W. Va.			Lochelly ..... W. Va.		
Amigo Mine ..... W. Va.			Long Branch ..... W. Va.		
Beards Fork ..... W. Va.			Malcott ..... W. Va.		
Beckley ..... W. Va.			MacAlpin ..... W. Va.		
Beckley Junction ..... W. Va.			Metalum ..... W. Va.		
Beckley Mine ..... W. Va.			Micajah ..... W. Va.		
Besoco ..... W. Va.			Minletoe ..... W. Va.		
Big Stick ..... W. Va.			Montecarlo ..... W. Va.		
Black Knight Mines Nos. 1 and 3. W. Va.			Morri ..... W. Va.		
Black Knight Mine No. 6 ..... W. Va.			M-F Tipple ..... W. Va.		
Bud ..... W. Va.			Mullen ..... W. Va.		
Caloric ..... W. Va.			Nowlin ..... W. Va.		
Carlisle ..... W. Va.			Nurva ..... W. Va.		
City Mine No. 2. W. Va.			Oakwood ..... W. Va.		
Combe ..... W. Va.			Otego ..... W. Va.		
Corinne ..... W. Va.			Page ..... W. Va.		
Cove ..... W. Va.			Pemberton ..... W. Va.		
Covey Branch ..... W. Va.			Phillips ..... W. Va.		
Crab Orchard ..... W. Va.			Pickahin ..... W. Va.		
Deepwater ..... W. Va.			Prince-Wick ..... W. Va.		
Devils Fork ..... W. Va.			Prosperity ..... W. Va.		
East Gulf ..... W. Va.			Raleo ..... W. Va.		
Eccles ..... W. Va.			Rhodell ..... W. Va.		
Faith ..... W. Va.			Robson ..... W. Va.		
Finco ..... W. Va.			Skelton ..... W. Va.		
Francis ..... W. Va.			Slab Fork ..... W. Va.		
Garwood ..... W. Va.			Sprague ..... W. Va.		
Glencoe ..... W. Va.			Stonesbury ..... W. Va.		
Glen Rogers ..... W. Va.			Sullivan ..... W. Va.		
Glen White ..... W. Va.			Summerlee ..... W. Va.		
Helen ..... W. Va.			Tane ..... W. Va.		
Herdson ..... W. Va.			Tommy Creek ..... W. Va.		
Hot Coal ..... W. Va.			Traloe ..... W. Va.		
Ingram Branch ..... W. Va.			Vanwood ..... W. Va.		
Iroquois ..... W. Va.			Vicova ..... W. Va.		
Itmann ..... W. Va.			Wacomah ..... W. Va.		
Jawood ..... W. Va.			Weirwood ..... W. Va.		
Jonben ..... W. Va.			Wevanske ..... W. Va.		
Killmarney ..... W. Va.			Whitby ..... W. Va.		
			Wiley ..... W. Va.		
			Willabet ..... W. Va.		
			Willie Branch ..... W. Va.		
			Winding Gulf ..... W. Va.		
			Woodbay ..... W. Va.		
			Wyco ..... W. Va.		

## ROUTING FROM VIRGINIAN RAILWAY STATIONS.

Route via: Virginian Railway, Matoaka, W. Va., Norfolk and Western Railway; beyond via routes specified on Page 7 of Tariff.

\*REDUCTION.

## ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.

3

STATIONS	DISTRICT	GROUP No.	STATIONS	DISTRICT	GROUP No.
Aftex..... Ky.	Thacker.....	5	Droit..... W. Va.	Pocahontas.....	5
Algonquin..... W. Va.	Pocahontas.....	3	Dry Branch..... Va.	Radford Division.....	3
Alhwick..... W. Va.	Thacker.....	3	Duhring..... W. Va.	Pocahontas.....	3
Alpheus..... W. Va.	Pocahontas.....	3	Dwina..... Va.	Clinch Valley No. 2.....	4
Amo..... W. Va.	Pocahontas.....	3			
Anasalt..... W. Va.	Pocahontas.....	3			
Angle..... W. Va.	Pocahontas.....	3	Eckman..... W. Va.	Pocahontas.....	3
Atista..... W. Va.	Pocahontas.....	3	Elbert..... W. Va.	Pocahontas.....	3
Arrow..... Ky.	Thacker.....	5	Elkhorn..... W. Va.	Pocahontas.....	3
Artrip..... Va.	Clinch Valley No. 2.....	1	English..... W. Va.	Tug River.....	3
Asco..... W. Va.	Tug River.....	3	Ennis..... W. Va.	Pocahontas.....	3
Ashland..... W. Va.	Pocahontas.....	3	Eraw..... W. Va.	Thacker.....	3
Atwell..... W. Va.	Tug River.....	4	Ern..... W. Va.	Tug River.....	3
			Exchequer..... W. Va.	Tug River.....	3
Bailey..... Va.	Clinch Valley No. 1.....	3			
Bandy..... Va.	Pocahontas.....	3	Faraday..... Va.	Pocahontas.....	3
Banner..... Va.	Clinch Valley No. 2.....	4	Filbert..... W. Va.	Pocahontas.....	3
Bartley..... W. Va.	Tug River.....	3	Finney..... Va.	Clinch Valley No. 1.....	3
Beech Fork..... W. Va.	Pocahontas.....	3	Five Oaks..... Va.	Clinch Valley No. 1.....	3
Belcher..... W. Va.	Thacker.....	5	Footker..... Va.	Clinch Valley No. 1.....	3
Belfrey..... Ky.	Thacker.....	3			
Belapring..... Va.	Radford Division.....	2			
Berwind..... W. Va.	Pocahontas.....	3			
Bigfour..... W. Va.	Pocahontas.....	3	Gardner..... Va.	Clinch Valley No. 1.....	3
Big Sandy..... W. Va.	Tug River.....	3	Garland..... W. Va.	Tug River.....	3
Blackford..... W. Va.	Clinch Valley No. 1.....	3	Gary..... W. Va.	Pocahontas.....	3
Blackhawk..... Va.	Radford Division.....	1	Gavin..... W. Va.	Pocahontas.....	3
Black Wolf..... W. Va.	Pocahontas.....	3	Gaza..... Va.	Clinch Valley No. 1.....	3
Bolesvau..... Va.	Pocahontas.....	3	Gismat..... W. Va.	Pocahontas.....	3
Bondtown..... Va.	Clinch Valley No. 2.....	4	Gladio..... W. Va.	Pocahontas.....	3
Boody..... Va.	Clinch Valley No. 2.....	4	Gillespie..... W. Va.	Clinch Valley No. 1.....	3
Booth..... W. Va.	Pocahontas.....	3	Glen Alum..... W. Va.	Thacker.....	3
Bradshaw..... W. Va.	Tug River.....	3	Gluck..... W. Va.	Tug River.....	3
Bramwell..... W. Va.	Pocahontas.....	3	Godfrey..... W. Va.	Pocahontas.....	3
Britt..... Va.	Pocahontas.....	3	Goodwill..... W. Va.	Pocahontas.....	3
Bunch..... W. Va.	Pocahontas.....	3	Graceand..... Va.	Clinch Valley No. 1.....	3
Burks Garden..... Va.	Clinch Valley No. 1.....	3	Greene..... Va.	Clinch Valley No. 2.....	4
			Guntion Park..... Va.	Radford Division.....	1
Caledonia..... Va.	Clinch Valley No. 2.....	4			
Canebrake..... W. Va.	Pocahontas.....	3	Hardy..... Ky.	Thacker.....	5
Caples..... W. Va.	Tug River.....	3	Hartwell..... W. Va.	Pocahontas.....	3
Carbo..... Va.	Clinch Valley No. 2.....	4	Havaco..... W. Va.	Pocahontas.....	3
Carlos..... W. Va.	Tug River.....	3	Hemphill..... W. Va.	Tug River.....	3
Cassrell..... W. Va.	Pocahontas.....	3	Hawatha..... W. Va.	Pocahontas.....	3
Casteron..... Va.	Clinch Valley No. 2.....	4	Hockman..... W. Va.	Clinch Valley No. 1.....	3
Castlewood..... Va.	Clinch Valley No. 2.....	4	Holbrook..... Va.	Clinch Valley No. 1.....	3
Cedar..... W. Va.	Thacker.....	5	Honaker..... Va.	Clinch Valley No. 1.....	3
Cedar Bluff..... Va.	Clinch Valley No. 1.....	3	Hull..... W. Va.	Thacker.....	5
Christiansburg..... Va.	Radford Division.....	1			
Cinderella..... W. Va.	Thacker.....	5			
Ciaren..... W. Va.	Tug River.....	3			
Clark..... Va.	Radford Division.....	1			
Cleveland..... Va.	Clinch Valley No. 2.....	4			
Condale..... W. Va.	Pocahontas.....	3			
Coalwood..... W. Va.	Tug River.....	3			
Coeburn..... Va.	Clinch Valley No. 2.....	4			
Colonel..... W. Va.	Thacker.....	5			
Coon..... W. Va.	Pocahontas.....	3	Jessette..... W. Va.	Pocahontas.....	3
Cooper..... W. Va.	Pocahontas.....	3	Jenkins Jones..... W. Va.	Pocahontas.....	3
Crumpler..... W. Va.	Pocahontas.....	3	Jewell..... Va.	Clinch Valley No. 1.....	3
			Juno..... W. Va.	Tug River.....	3
Davy..... W. Va.	Tug River.....	3			
Deegan..... W. Va.	Tug River.....	3	Keystone..... W. Va.	Pocahontas.....	3
Delorme..... W. Va.	Thacker.....	5	Kimball..... W. Va.	Pocahontas.....	3
Devon..... W. Va.	Thacker.....	5	Krag..... W. Va.	Pocahontas.....	3
Doran..... Va.	Clinch Valley No. 1.....	3	Krollis..... W. Va.	Thacker.....	5
Drill..... Va.	Clinch Valley No. 1.....	3	Kuro..... W. Va.	Pocahontas.....	3
			Kyle..... W. Va.	Pocahontas.....	3

(7-1-24-C)

# ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.

STATIONS	DISTRICT	GROUP No.	STATIONS	DISTRICT	GROUP No.
Landgraaf W. Va.	Pocahontas	3	Richlands W. Va.	Clinch Valley No. 1.	3
Lark W. Va.	Clinch Valley No. 1.	3	Rift W. Va.	Tug River	3
Lavy W. Va.	Thacker	5	Ritter W. Va.	Tug River	3
Leckie W. Va.	Pocahontas	3	Rubley W. Va.	Tug River	3
Leckieville Ky.	Thacker	5	Rock W. Va.	Pocahontas	3
Lick Branch W. Va.	Pocahontas	3	Roderfield W. Va.	Tug River	3
Light W. Va.	Thacker	5	Rose W. Va.	Thacker	5
Lolla Ky.	Thacker	5	Royan W. Va.	Clinch Valley No. 1.	3
Lomas W. Va.	Tug River	3	Ruth W. Va.	Pocahontas	3
Lubin Ky.	Thacker	5			
Lynn W. Va.	Thacker	5			
			St. Clair W. Va.	Clinch Valley No. 1.	3
McCarr W. Va.	Thacker	5	St. Paul W. Va.	Thacker	5
McComas W. Va.	Pocahontas	3	Sands W. Va.	Clinch Valley No. 1.	3
McVey Ky.	Thacker	5	Seaboard W. Va.	Thacker	5
Majesty Ky.	Thacker	5	Sbarondah Ky.	Pocahontas	3
Mauland W. Va.	Pocahontas	3	Simmons W. Va.	Pocahontas	3
Martine W. Va.	Tug River	3	Spring W. Va.	Thacker	5
Martin Mines W. Va.	Clinch Valley No. 2.	4	Springton W. Va.	Pocahontas	3
Martown W. Va.	Tug River	3	Stone Ky.	Thacker	5
Martown W. Va.	Thacker	5	Superior W. Va.	Pocahontas	3
Matoaks W. Va.	Pocahontas	3	Susanna W. Va.	Tug River	3
Maxwell W. Va.	Clinch Valley No. 1.	3	Swords Creek W. Va.	Clinch Valley No. 1.	3
Mayberry W. Va.	Pocahontas	3			
May W. Va.	Thacker	5			
Mermaid W. Va.	Thacker	5	Tacoma W. Va.	Clinch Valley No. 2.	4
Mermaid Mines W. Va.	Radford Division	1	Tario Ky.	Thacker	5
Mill Branch W. Va.	Tug River	3	Tazewell W. Va.	Clinch Valley No. 1.	3
Mill Branch W. Va.	Thacker	5	Thacker W. Va.	Thacker	3
Mill Branch W. Va.	Thacker	5	Thorpe W. Va.	Pocahontas	3
Montain W. Va.	Pocahontas	3	Tip Top W. Va.	Clinch Valley No. 1.	3
Montain Ky.	Thacker	5	Toler Ky.	Thacker	5
			Toms Creek W. Va.	Clinch Valley No. 2.	4
			Twin Branch W. Va.	Tug River	3
ampa Ky.	Thacker	5	Ude W. Va.	Thacker	5
amhall W. Va.	Pocahontas	3			
am Fork W. Va.	Pocahontas	3			
amton W. Va.	Clinch Valley No. 2.	4	Venus W. Va.	Pocahontas	3
amton & Northern W. Va.	Clinch Valley No. 2.	4	Verlor W. Va.	Thacker	5
am Junction W. Va.	Clinch Valley No. 2.	4	Vico W. Va.	Clinch Valley No. 2.	4
am W. Va.	Pocahontas	3	Vicker W. Va.	Radford Division	1
			Vimy W. Va.	Thacker	5
amette W. Va.	Pocahontas	3	Virginia City W. Va.	Clinch Valley No. 2.	4
ammon Ky.	Thacker	5	Vivian W. Va.	Pocahontas	3
amney W. Va.	Pocahontas	3	Vulcan W. Va.	Thacker	5
am Tule W. Va.	Pocahontas	5			
am W. Va.	Pocahontas	3	War W. Va.	Tug River	3
am W. Va.	Thacker	5	Ward's W. Va.	Clinch Valley No. 2.	4
am W. Va.	Radford Division	2	War Eagle W. Va.	Thacker	5
am W. Va.	Thacker	5	Weich W. Va.	Pocahontas	3
am W. Va.	Clinch Valley No. 2.	4	Wenonah W. Va.	Pocahontas	3
am W. Va.	Thacker	5	Weyanoke W. Va.	Pocahontas	3
am W. Va.	Clinch Valley No. 1.	3	Wheatcliffe W. Va.	Thacker	5
am W. Va.	Pocahontas	3	Wilmouth W. Va.	Pocahontas	3
am W. Va.	Clinch Valley No. 1.	3	Wilcox W. Va.	Pocahontas	3
am W. Va.	Pocahontas	3	Williamson W. Va.	Thacker	5
am W. Va.	Tug River	3	Wilmore W. Va.	Tug River	3
am W. Va.	Radford Division	1	Wittens Mill's W. Va.	Clinch Valley No. 1.	3
am W. Va.	Clinch Valley No. 1.	3	Womack W. Va.	Clinch Valley No. 1.	3
am W. Va.	Clinch Valley No. 2.	4	Yantic W. Va.	Pocahontas	3
am W. Va.	Clinch Valley No. 1.	3	Yardley Ky.	Thacker	5
am W. Va.	Thacker	5	Yerba W. Va.	Tug River	3
am W. Va.	Pocahontas	3			
am W. Va.	Clinch Valley No. 1.	3	Zack W. Va.	Clinch Valley No. 2.	4
am W. Va.	Thacker	5	Zeal W. Va.	Clinch Valley No. 1.	3

ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY.

STATION	Station No.	STATION	Station No.
Anchorage.....Ky..	1	Lawrenceburg.....Ky..	47
Austerlitz.....Ky..	29	Lebanon.....Ky..	15
Bardstown.....Ky..	2	Lexington.....Ky..	16
Bloomfield.....Ky..	4	Louisville.....Ky..	42
Bowling Green.....Ky..	5	Lyndon.....Ky..	18
Butler.....Ky..	6	Madway.....Ky..	36
Campbellsville.....Ky..	7	Millersburg.....Ky..	32
Campbellsville.....Ky..	17	Mount Vernon.....Ill..	34
Carlisle.....Ky..	8	Muir.....Ky..	19
Centerville.....Ky..	35	Nicholasville.....Ky..	40
Columbia.....Tenn..	33	Normandy.....Ky..	38
Crestwood.....Ky..	3	O'Bannon's.....Ky..	20
Cynthiana.....Ky..	9	Owensboro.....Ky..	45
Danville.....Ky..	46	Paris.....Ky..	21
Elisabethtown.....Ky..	10	Pewee Valley.....Ky..	22
Eminence.....Ky..	11	Richmond.....Ky..	23
Evansville.....Ind..	44	St. Matthews.....Ky..	24
Falmouth.....Ky..	37	Sanders.....Ky..	25
Frankfort.....Ky..	13	Shelbyville.....Ky..	26
Georgetown.....Ky..	30	Sparta.....Ky..	27
Glasgow.....Ky..	31	Taylorville.....Ky..	28
Henderson.....Ky..	44	Veech.....Ky..	39
Hutchinson.....Ky..	13	Versailles.....Ky..	41
La Grange.....Ky..	14		

## RULES AND REGULATIONS

### MINIMUM WEIGHTS.

Cargos 50,000 pounds minimum, except when cars are loaded to their full visible capacity, only actual weight will be charged for. Freight charges will be assessed on weights ascertained at Norfolk and Western Railway regular weighing stations.

### STORAGE, DEMURRAGE AND TERMINAL CHARGES AND TRANSIT PRIVILEGES.

Shipments made at the rates named in this tariff are subject to such charges and entitled to such privileges as are provided for in this Railway's or Participating Carriers' tariffs, which are lawfully on file with the Interstate Commerce Commission as to Interstate shipments, and with State Commissions as to intrastate shipments, relating to

Terminal and Switching Charges,  
Drayage and Transfer Charges,  
Diversion and Reconsignment Charges or Privileges,  
Transit Privileges,

Storage, Car Service and Demurrage Charges,  
Equipment Charges and Allowances,  
Reweighing Charges and Privileges.

Property destined to points named herein beyond the tracks of the Norfolk and Western Railway is entitled to such privileges, and will be subject to such charges, as provided in the tariffs published and lawfully on file with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, of the carriers granting the privileges or performing the service.

There are no terminal, storage, car service or other charges, or any rules or regulations at the points of origin or destination shown in this tariff, which in anywise change, affect or determine any part of or the aggregate of the rates named herein, except as published and lawfully filed with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, by the carriers parties to this Tariff.

### RATES FROM INTERMEDIATE POINTS.

From any point of origin not named herein, but located directly between any two points of origin named on the rails of the initial carrier, the rate from the next more distant point will apply.

### LIMITS OF TIME FOR CLAIM AND SUIT.

Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed. **Provided:** That in case of failure to which suit is based was made in writing within six months, or nine months in case of export traffic, suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the consignee that the carrier has disclaimed the claim or any part or parts thereof specified in the notice.

### RIGHT TO SELL REFUSED OR UNCLAIMED PROPERTY.

Where property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it, fails to receive it within 16 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. **Provided:** That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the tariff if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify the name of the party to be notified, at the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. **Provided:** That 30 days shall have elapsed before publication of notice of sale after which notice that the property was refused or remains unclaimed was mailed, sent or given.

Where the procedure provided for in the preceding paragraph is not possible, it is agreed that nothing contained in said paragraph shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

The proceeds of any sale made under the two preceding paragraphs shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

### ROUTING INSTRUCTIONS.

Routing when specified herein is that ordinarily and customarily to be used. If from any cause arising from the exigencies or needs of carriers, property is sent via other junction points or routes, but over the lines of carrier parties to this Tariff the through rates named herein will apply.

RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations named on Pages 3 and 4.				Index No.	TO	From Stations named on Pages 3 and 4.			
		Group Nos. 1 and 2.	Group Nos. 3 and 4.	Group No. 5.	Division No.			Group Nos. 1 and 2.	Group Nos. 3 and 4.	Group No. 5.	Division No.
LOUISVILLE & NASHVILLE RAILROAD.						LOUISVILLE & NASHVILLE RAILROAD Continued.					
Via Norton, Va.						Via Norton, Va.					
1	Anchorage	Ky.	260	254	*264	43	Centerville	Ky.	280	255	*260
2	Bardonia	Ky.	260	254	*274	44	Midway	Ky.	281	246	*246
3	Crestwood	Ky.	260	254	*264	45	Falmouth	Ky.	280	255	*265
4	Bloomfield	Ky.	260	254	*274	46	Normandy	Ky.	280	264	*274
5	Bowling Green	Ky.	325	260	*380	47	Veech	Ky.	280	264	*274
6	Burley	Ky.	280	254	*264	48	Nicholasville	Ky.	272	247	*247
7	Campbellsburg	Ky.	280	264	*274	49	Versailles	Ky.	272	247	*247
8	Carlele	Ky.	281	246	*256	50	Louisville	Ky.	280	254	*264
9	Cynthiana	Ky.	281	246	*256	LOUISVILLE, HENDERSON & ST. LOUIS RAILWAY.					
10	Elizabethton	Ky.	280	254	*264	Via Norton, Va., L. & N. R. R.					
11	Eminence	Ky.	280	254	*264	and Louisville, Ky.					
12	Frankfort	Ky.	281	246	*256	43	Evansville	Ind.	308	302	*373
13	Hutchinson	Ky.	272	237	*247	44	Henderson	Ky.	307	302	*380
14	La Grange	Ky.	280	254	*264	45	Owensboro	Ky.	307	302	*380
15	Lebanon	Ky.	272	237	*247	CINCINNATI, NEW ORLEANS & TEXAS PACIFIC RAILWAY.					
16	Lexington	Ky.	272	237	*247	Via Norton, Va., L. & N. R. R.					
17	Campbellsburg	Ky.	314	279	*289	R. R. and Junction City, Ky.					
18	London	Ky.	240	254	*264	46	Danville	Ky.	312	277	*287
19	Muir	Ky.	272	237	*247	SOUTHERN RAILWAY					
20	O'Bannon's	Ky.	280	254	*264	Via Norton, Va., L. & N. R. R.					
21	Paris	Ky.	272	237	*247	and Louisville, Ky.					
22	Pewee Valley	Ky.	280	254	*264	47	Lawrenceburg	Ky.	347	313	*322
23	Richmond	Ky.	272	237	*247						
24	St. Matthews	Ky.	280	254	*264						
25	Sanders	Ky.	290	264	*274						
26	Shelbyville	Ky.	290	255	*265						
27	Sparta	Ky.	290	264	*274						
28	Taylorville	Ky.	290	264	*274						
29	Austerlitz	Ky.	272	237	*247						
30	Georgetown	Ky.	290	255	*265						
31	Glasgow	Ky.	337	302	*312						
32	Millersburg	Ky.	281	246	*256						
33	Columbia	Tenn.	302	357	*367						
34	Mount Vernon	Ill.	417	382	*392						

Shipments to be routed via Lebanon Junction and Louisville, Ky.  
REDUCTION.

Only one Supplement to this Tariff will be in effect at any time.

**TARIFF C. & C. No. 4387**

Cancels Tariff C. & C. No. 4351

**I. C. C. No. 2996-B**

Cancels I. C. C. No. 2985-B

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

THE HOCKING VALLEY RAILWAY COMPANY ..... F X 3—629  
PENNSYLVANIA RAILROAD COMPANY (Lines Pittsburgh, Pa., Oil City,  
Pa., Erie, Pa. and West) ..... F X 3—151  
THE NEW YORK CENTRAL RAILROAD (Ohio Central Lines) ..... F X 3—132

JOINT AND PROPORTIONAL FREIGHT TARIFF

PUBLISHING RATES ON

## Coal and Coal Briquets

In Carload Quantities

FROM

**COAL DISTRICTS ON NORFOLK AND WESTERN RAILWAY COMPANY**

AS SHOWN HEREIN

TO

**Sandusky and Toledo Docks, Ohio**



Issued April 25, 1923

Effective May 28, 1923

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

Issued by  
**T. D. HOBART,**  
General Coal Freight Agent,  
ROANOKE, VA.

**O. W. COX,**  
Coal Freight Agent,  
ROANOKE, VA.

500

MADE IN U. S. A.

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## LIST OF STATIONS FROM WHICH RATES APPLY.

## Group No. 1.

BLACKSBURG, CHRISTIANBURG, CLARK, GUNTON PARK, MERRIMAC MINES, PULASKI AND VICKER, VA.

## Group No. 2.

SELSPRING, DRY BRANCH AND PARROTT, VA.

## Group No. 3.

## POCAHONTAS DISTRICT.

Algonquin	W. Va.	King Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Alphons	W. Va.	Kepston	W. Va.
Ason	W. Va.	Kimboll	W. Va.
Asowah	W. Va.	Krag	W. Va.
Angle	W. Va.	Kuro	W. Va.
Askland	W. Va.	Kyle	W. Va.
Bandy	W. Va.	Lehigh	W. Va.
Beech Creek Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Locks	W. Va.
Beech Fork	W. Va.	Lick Branch	W. Va.
Berwind	W. Va.	McComas	W. Va.
Big Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Midland	W. Va.
Bigfoot	W. Va.	Matoka	W. Va.
Bolmvaia	W. Va.	Mayberry	W. Va.
Booth	W. Va.	Montain	W. Va.
Bramwell	W. Va.	Norhall	W. Va.
Bunch	W. Va.	North Fork	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Burano	W. Va.	North Fork Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Cashlake	W. Va.	Noyon	W. Va.
Carwell	W. Va.	Olivette	W. Va.
Cashale	W. Va.	Okey	W. Va.
Coun	W. Va.	O'Leary	W. Va.
Couper	W. Va.	Papeton	W. Va.
Crane Creek Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Peshonster	W. Va.
Crumpler	W. Va.	Powhatan	W. Va.
Dana Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Reno	W. Va.
Droit	W. Va.	Rock	W. Va.
Duhring	W. Va.	Ruth	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Ekman	W. Va.	Sand Lick Branch	W. Va.
Ellert	W. Va.	Simmons	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Elkhorn	W. Va.	Simmons Creek Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Elkhorn Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Smokinas	W. Va.
Ennis	W. Va.	Springton	W. Va.
Faraday	W. Va.	Superior	W. Va.
Flipping Creek Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Thurpo	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Filbert	W. Va.	Venus	W. Va.
Glary	W. Va.	Vivian	W. Va.
Glavin	W. Va.	Walch	W. Va.
Glatto	W. Va.	Womah	W. Va.
Goodfry	W. Va.	Woyanah	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Goodwill	W. Va.	Western Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Haven	W. Va.	Widemouth	W. Va.
Hartwell	W. Va.	Widemouth Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Hawatha	W. Va.	Wilens	W. Va.
Indian Creek Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Yantic	W. Va.
Jeanette	W. Va.		
Junkajon	W. Va.		

Supplement No. 1 to  
**TARIFF C. & C. No. 4387**

Supplement No. 1 contains all changes  
from the original Tariff that are  
effective on the date hereof.

Supplement No. 1 to  
**I. C. C. No. 2996-B**

Supplement No. 1 contains all changes  
from the original Tariff that are  
effective on the date hereof.

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

PARTICIPATING CARRIERS NAMED IN TARIFF AND SUPPLEMENT

JOINT AND PROPORTIONAL FREIGHT TARIFF

PUBLISHING RATES ON

## Coal and Coal Briquets

IN CARLOAD QUANTITIES

FROM COAL DISTRICTS AND STATIONS ON

**Norfolk and Western Railway Company**

AND

**Virginian Railway Company**

As Described on Pages 2, 3 and 4 of Tariff, as Amended

TO

**Sandusky and Toledo Docks, Ohio**



Issued May 19, 1925

Effective June 1, 1925

Rates published herein from Hot Coal, Wyon, Joubert, Nuriva, Devils Fork, Corinne and Florence, W. Va., on the Virginian Railway  
is issued on one day's notice, in compliance with Order of the Interstate Commerce Commission in Dockets Nos. 13632 and 14454 of  
March 10th, 1925 and Supplemental Order of May 14th, 1925.

Rates published herein from all stations on the Virginian Railway, except Hot Coal, Wyon, Joubert, Nuriva, Devils Fork, Corinne  
and Florence, W. Va., are issued on one day's notice under Special Permission of the Interstate Commerce Commission No. 72136 of May  
30, 1925.

Issued by

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

**O. W. COX,**  
General Coal Freight Agent,  
ROANOKE, VA.

**F. S. BAIRD,**  
Coal Freight Agent,  
ROANOKE, VA.

550

In Supplement No.	Date Effective	Page No. of Tariff	Current Title Page of Tariff to read:					
1	June 1, 1925	Title	From coal districts and stations on Norfolk and Western Railway Company and Virginian Railway Company, as described on Pages 2, 3 and 4 of Tariff, as amended.					
			<b>PARTICIPATING CARRIERS.</b>				<b>CONCURRENCE</b>	
							Form	No.
			<b>ADD</b>					
1	June 1, 1925	Title	The Virginian Railway Company				F X 2	107
			<b>ADD:</b>					
			<b>ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.</b>					
			<b>VIRGINIAN RAILWAY.</b>					
			<b>STATIONS</b>	District	Group No.	<b>STATIONS</b>	District	Group No.
			Abley..... W. Va.			Lego..... W. Va.		
			Afton..... W. Va.			Leota..... W. Va.		
			Algonquin..... W. Va.			Lib's Fork..... W. Va.		
			Alpha..... W. Va.			Lillobrook..... W. Va.		
			Amerton..... W. Va.			Lodgefly..... W. Va.		
			Anago Mine..... W. Va.			Long Branch..... W. Va.		
			Bassett Fork..... W. Va.			Mabersett..... W. Va.		
			Beckley..... W. Va.			MacApsin..... W. Va.		
			Beckley Junction..... W. Va.			Meadow..... W. Va.		
			Beth..... W. Va.			Mineah..... W. Va.		
			Beckley Mine..... W. Va.			Minister..... W. Va.		
			Bessons..... W. Va.			Montclair..... W. Va.		
			Big Rock..... W. Va.			Morris..... W. Va.		
			Black Knight Mine..... W. Va.			M-P Tipples..... W. Va.		
			Box 1 and 2..... W. Va.			Mudmin..... W. Va.		
			Black Knight Mine..... W. Va.			Norfolk..... W. Va.		
			Box 6..... W. Va.			Norris..... W. Va.		
			Buck..... W. Va.			Oakwood..... W. Va.		
			Cairo..... W. Va.			Oatoga..... W. Va.		
			Carlinville..... W. Va.			Papa..... W. Va.		
			City Mine No. 2..... W. Va.			Pemberton..... W. Va.		
			Cornell..... W. Va.			Phillips..... W. Va.		
			Corduroy..... W. Va.			Slate Fork..... W. Va.		
			Court..... W. Va.			Price-Wink..... W. Va.		
			Covey Branch..... W. Va.	Virginian	*2	Prosperity..... W. Va.	Virginian	*2
			Craig Orchard..... W. Va.			Rains..... W. Va.		
			Deepwater..... W. Va.			Rhodell..... W. Va.		
			Devils Fork..... W. Va.			Robson..... W. Va.		
			East Oak..... W. Va.			Station..... W. Va.		
			Edison..... W. Va.			Stas Fork..... W. Va.		
			Fairch..... W. Va.			Sprague..... W. Va.		
			Faxon..... W. Va.			Stonbury..... W. Va.		
			Francis..... W. Va.			Sullivan..... W. Va.		
			Gardner..... W. Va.			Summitton..... W. Va.		
			Gilmore..... W. Va.			Taco..... W. Va.		
			Glen Rogers..... W. Va.			Tommy Creek..... W. Va.		
			Glen Water..... W. Va.			Trades..... W. Va.		
			Hahn..... W. Va.			Vacuum..... W. Va.		
			Herdson..... W. Va.			Vincova..... W. Va.		
			Hot Coal..... W. Va.			Weirhead..... W. Va.		
			Ingram Branch..... W. Va.			Weirwood..... W. Va.		
			Iroquois..... W. Va.			Weynoko..... W. Va.		
			Jackson..... W. Va.			Whitely..... W. Va.		
			Jordan..... W. Va.			Wiley..... W. Va.		
			Kathery..... W. Va.			Willabet..... W. Va.		
						Wilke Branch..... W. Va.		
						Winding Gulf..... W. Va.		
						Woodbay..... W. Va.		
						Wyco..... W. Va.		
			<b>ROUTING FROM VIRGINIAN RAILWAY STATIONS.</b>					
1	June 1, 1925	2	Route via: Virginian Railway, Matamoras, W. Va.; beyond via Norfolk and Western Railway and connecting lines provided for in tariff.					



## Group No. 5.

## THACKER DISTRICT.

Alex.	Ky.	Merrimac.	W. Va.
Alma Spur.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Mitchell Branch.	W. Va.
Alnwick.	W. Va.	Modjeska.	W. Va.
Arrow.	Ky.	Mohawk.	W. Va.
Beichert.	W. Va.	Morcoal.	Ky.
Belfrey.	Ky.	Nampa.	Ky.
Blackberry Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Panther.	W. Va.
Briar Mountain Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Peg.	Ky.
Cedar.	W. Va.	Peg Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Cinderella.	W. Va.	Pinson.	Ky.
Colonel.	W. Va.	Pinson Fork Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Delorme.	W. Va.	Pond Creek Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Devon.	W. Va.	Poplar Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Eraw.	W. Va.	Rawl.	W. Va.
Freeburn Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Rid Jacket.	W. Va.
Glen Alum.	W. Va.	Rose.	W. Va.
Hardy.	Ky.	Sands.	W. Va.
Hull.	W. Va.	Sharondale.	Ky.
Lavoy.	W. Va.	Sprigg.	W. Va.
Leckie Spur.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Stone.	Ky.
Leekerville.	Ky.	Sycamore Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Lick Fork Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Tarto.	Ky.
Light.	W. Va.	Thacker.	W. Va.
Lindsey.	W. Va.	Thacker Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Lolita.	Ky.	Toler.	Ky.
Lubin.	Ky.	Ude.	W. Va.
Lynn.	W. Va.	Vedra.	W. Va.
McCarr.	W. Va.	Verlot.	W. Va.
McCarr Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Viny.	W. Va.
McVeigh.	Ky.	Vulem.	W. Va.
Majestic.	Ky.	War Eagle.	W. Va.
Mate Creek Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	War Eagle Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Matawan.	W. Va.	Wharncliffe.	W. Va.
Mayo.	W. Va.	Williamson.	W. Va.
		Yardley.	Ky.

## Group No. 6.

## KENOVA DISTRICT.

Adams.	W. Va.	Hubbardtown.	W. Va.
Armen.	W. Va.	Kernis.	W. Va.
Ajax.	W. Va.	Lenore.	W. Va.
Blount.	W. Va.	Mary Helen.	W. Va.
Borderland.	W. Va.	Mingo.	W. Va.
Chattahoo.	W. Va.	Naugatauck.	W. Va.
East Lynn.	W. Va.	Nolan.	W. Va.
Fort Gay.	W. Va.	Lenore Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Goodman.	W. Va.	Wayne.	W. Va.
Grey Eagle.	W. Va.	Wayne Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Hitchcock.	W. Va.		
Howard.	W. Va.		
Howard Branch.	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.		

## RULES AND REGULATIONS

### MINIMUM WEIGHTS.

Carloads 50,000 pounds minimum, except when cars are loaded to their full visible capacity, only actual weight will be charged for. Freight charges will be assessed on weights ascertained at Norfolk and Western Railway regular weighing stations.

### STORAGE, DEMURRAGE AND TERMINAL CHARGES AND TRANSIT PRIVILEGES.

Shipments made at the rates named in this tariff are subject to such charges and entitled to such privileges as are provided for in this Railway's or Participating Carriers' tariffs, which are lawfully on file with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, relating to

Terminal and Switching Charges.

Drayage and Transfer Charges.

Diversion and Reconsignment Charges or Privileges.

Transit Privileges.

Storage, Car Service and Demurrage Charges.

Equipment Charges and Allowances.

Reweighing Charges and Privileges.

Property destined to points named herein beyond the tracks of the Norfolk and Western Railway is entitled to such privileges, and will be subject to such charges, as provided in the tariffs published and lawfully on file with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, of the carriers granting the privileges or performing the service.

There are no terminal, storage, car service or other charges, or any rules or regulations at the points of origin or destination shown in this tariff, which in anywise change, affect or determine any part of or the aggregate of the rates named herein, except as published and lawfully filed with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, by the carriers parties to this Tariff.

### RATES FROM INTERMEDIATE POINTS.

From any point of origin not named herein, but located directly between any two points of origin named on the rails of the initial carrier, the rate from the next more distant point will apply.

### LIMITS OF TIME FOR CLAIM AND SUIT.

Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed. Provided: That in case the claim on which suit is based was made in writing within six months, or nine months in case of export traffic, suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice.

### RIGHT TO SELL REFUSED OR UNCLAIMED PROPERTY.

Where property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it, fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. Provided: That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the tariff if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: Provided: That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

Where the procedure provided for in the preceding paragraph is not possible, it is agreed that nothing contained in said paragraph shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

The proceeds of any sale made under the two preceding paragraphs shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

## RATES IN CENTS PER TON 2,000 POUNDS.

FROM		TO		Groups Nos. 1 and 2.	Groups Nos. 3 and 4.	Groups Nos. 5 and 6.	Division No.								
FROM		TO		Groups Nos. 1 and 2.	Groups Nos. 3 and 4.	Groups Nos. 5 and 6.	Division No.								
<b>HOCKING VALLEY RAILWAY COMPANY.</b>								<b>THE NEW YORK CENTRAL RAILROAD.</b> (Ohio Central Lines.)							
Toledo Docks (f. o. b. cars on docks). (See Note A.) Ohio.				241	206	191	1	Toledo Docks (f. o. b. cars on dock). (See Note C.) Ohio.				241	206	191	2
<b>PENNSYLVANIA RAILROAD COMPANY.</b> (Western Lines.)															
Sandusky Docks (f. o. b. cars on dock). (See Note B.) Ohio.				241	206	191	2								

**NOTE A**—These rates apply only to points named, and only on coal for trans-shipment via Lake as Cargo; and are subject to additional charges for the service of transferring the coal from the cars to the vessels at the dock, as per current tariffs of the delivering carrier, lawfully on file with the Interstate Commerce Commission.

Coal arriving at Lake Port for shipment as Lake Cargo, will be subject to Car Service charges, while awaiting discharge into vessel, under rules and regulations of the Hocking Valley Railway, shown in its Tariff I. C. C. No. 1281, or reissues thereof.

**NOTE B**—These rates apply only to points named, and only on coal for trans-shipment via Lake as Cargo; and are subject to additional charges for the service of transferring the coal from the cars to the vessels at the dock, as per current tariffs of the delivering carrier, lawfully on file with the Interstate Commerce Commission.

Coal arriving at Lake Port for shipment as Lake Cargo, will be subject to Car Service charges, while awaiting discharge into vessel, under rules and regulations of the Pennsylvania Co., as shown in its Tariff I. C. C. No. F-650, or reissues thereof.

**NOTE C**—These rates apply only to points named, and only on coal for trans-shipment via Lake as Cargo; and are subject to additional charges for the service of transferring the coal from the cars to the vessels at the dock, as per current tariffs of the delivering carrier, lawfully on file with the Interstate Commerce Commission.

Coal arriving at Lake Port for shipment as Lake Cargo, will be subject to Car Service charges, while awaiting discharge into vessel under rules and regulations of The New York Central Railroad (Ohio Central Lines) as shown in its Tariff I. C. C. No. 2041, or reissues thereof.

Only three Supplements to this Tariff will be  
in effect at any time.

**TARIFF C. & C. No. 4475**

Cancels C. & C. No. 4350, except parts  
under suspension in I & S Docket 1970  
of November 30, 1923, and C & C  
Nos. 4236, 4358, 4452, 4458,  
4461 and 4467, in full.

**P. S. C. W. VA. NO. 55-A**

Cancels P. S. C. W. Va. No. 52-A

**I. C. C. No. 3038-B**

Cancels I. C. C. No. 2984-B except parts  
under suspension in I & S Docket 1970  
of November 30, 1923, and I. C. C.  
Nos. 2512-B, 2987-B, 3026-B,  
3028-B, 3030-B, and 3034-B, in full.

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

Participating Carriers Named in Tariff and Supplements

## LOCAL, JOINT AND PROPORTIONAL FREIGHT TARIFF

PUBLISHING RATES ON

### Coal and Coal Briquets

In Carload Quantities

Rates in Cents Per Ton 2,000 Pounds

FROM

Coal Districts and Stations on Norfolk and Western Railway

TO

## WESTERN POINTS

For information regarding prepay stations and facilities for handling freight at points of destination shown herein, refer to Official  
List of Open and Prepay Stations No. 31 (B. T. Jones, I. C. C. No. 1943), supplements thereto and reissues thereof.

The rates named herein for Rail and Water Transportation via Car Ferry are subject to suspension at the close of navigation and  
resumption on the opening of navigation of the Car Ferry Line via Ann Arbor Railroad on notice as provided on Page 9 of this Tariff.

Where points of origin or destinations that were shown in Tariff C. & C. No. 4350, I. C. C. No. 2984-B, are omitted in this issue,  
such points have been abandoned or their names have been changed.

Issued July 18, 1924

Effective August 26, 1924

Issued by

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

**T. D. HOBART,**  
General Coal Freight Agent,  
ROANOKE, VA.

**O. W. COX,**  
Coal Freight Agent,  
ROANOKE, VA.

4000

Supplement No. 6 to  
**TARIFF C. & C. No. 4475**

Cancels Supplement No. 5  
Supplements Nos. 4 and 6 contain all  
changes from the original Tariff that are  
effective on the date hereof.

Supplement No. 6 to  
**P. S. C. W. Va. No. 66-A**

Supplement No. 4 to  
**C. R. C. No. 10-B**

Supplement No. 6 to  
**I. C. C. No. 3036-B**  
Cancels Supplement No. 5  
Supplements Nos. 4 and 6 contain all  
changes from the original Tariff that are  
effective on the date hereof.

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

PARTICIPATING CARRIERS NAMED IN TARIFF AND SUPPLEMENTS

LOCAL, JOINT AND PROPORTIONAL FREIGHT  
TARIFF

PUBLISHING RATES ON



## Coal and Coal Briquets

In Carload Quantities

Rates in Cents Per Ton 2,000 Pounds

FROM COAL DISTRICTS AND STATIONS ON

Norfolk and Western Railway Company

AND

Virginian Railway Company

AS DESCRIBED ON PAGES 6 and 7 OF TARIFF, AS AMENDED

TO

## WESTERN POINTS

Subject to Rules and Conditions of Tariff Unless Otherwise Provided.

Issued May 19, 1925

Effective June 25, 1925

(Except as noted in individual items)

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

Issued by  
**O. W. COX,**  
General Coal Freight Agent,  
ROANOKE, VA.  
3500

**F. S. BAIRD,**  
Coal Freight Agent,  
ROANOKE, VA.

In Supplement No.	Date Effective	Page No. of Tariff						
6	June 1, 1925	Title	Correct Title Page of Tariff to read: From coal districts and stations on Norfolk and Western Railway Company and Virginian Railway Company. as described on Pages 6 and 7 of Tariff, as amended.					
			PARTICIPATING CARRIERS.			CONCURRENCE		
						Form: No.		
			ADD					
6	June 1, 1925	3	The Virginian Railway Company.....			F X 5 1037		
			ADD:					
			ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.					
			VIRGINIAN RAILWAY.					
			STATIONS	District	Group No.	STATIONS	District	Group No.
			Abney..... W. Va.	Virginian	43	Lego..... W. Va.	Virginian	43
			Affinity..... W. Va.			Lester..... W. Va.		
			Algonquin..... W. Va.			Lick Fork..... W. Va.		
			Alpoa..... W. Va.			Lillybrook..... W. Va.		
			America..... W. Va.			Lorcholly..... W. Va.		
			Amigo Mine..... W. Va.			Long Branch..... W. Va.		
			Beards Fork..... W. Va.			Mainscott..... W. Va.		
			Beckley..... W. Va.			MacAlpin..... W. Va.		
			Beckley Junction..... W. Va.			Metalton..... W. Va.		
			Beckley Mine..... W. Va.			Micaiah..... W. Va.		
			Beeoco..... W. Va.			Mintletts..... W. Va.		
			Bug Stick..... W. Va.			Montecarlo..... W. Va.		
			Black Knight Mines Nos. 1 and 3. W. Va.			Morri..... W. Va.		
			Black Knight Mine No. 6..... W. Va.			M P Tipple..... W. Va.		
			Bud..... W. Va.			Mullens..... W. Va.		
			Caloric..... W. Va.			Nowlin..... W. Va.		
			Carlisle..... W. Va.			Nuriva..... W. Va.		
			City Mine No. 2 W. Va.			Oakwood..... W. Va.		
			Combs..... W. Va.			Otaego..... W. Va.		
			Corinne..... W. Va.			Page..... W. Va.		
			Covel..... W. Va.			Pemberton..... W. Va.		
			Covey Branch..... W. Va.			Phillips..... W. Va.		
			Crab Orchard..... W. Va.			Pickahin..... W. Va.		
			Deepwater..... W. Va.			Prince-Wick..... W. Va.		
			Devils Fork..... W. Va.			Prosperity..... W. Va.		
			East Gulf..... W. Va.			Ralco..... W. Va.		
			Eccles..... W. Va.			Rhodell..... W. Va.		
			Faith..... W. Va.			Robson..... W. Va.		
			Fresco..... W. Va.			Skelton..... W. Va.		
			Francis..... W. Va.			Slab Fork..... W. Va.		
			Garwood..... W. Va.			Sprague..... W. Va.		
			Glencoe..... W. Va.			Stotesbury..... W. Va.		
			Glen Rogers..... W. Va.			Sullivan..... W. Va.		
			Glen White..... W. Va.			Summerlee..... W. Va.		
			Helen..... W. Va.			Tama..... W. Va.		
			Herndon..... W. Va.			Tommy Cross..... W. Va.		
			Hot Coal..... W. Va.			Tralee..... W. Va.		
			Ingram Branch..... W. Va.			Vanwood..... W. Va.		
			Iroquois..... W. Va.			Vasova..... W. Va.		
			Itmann..... W. Va.			Wacomah..... W. Va.		
			Jawood..... W. Va.			Weirwood..... W. Va.		
			Jonben..... W. Va.			Weynsake..... W. Va.		
			Killarnsey..... W. Va.			Whitby..... W. Va.		
				Wiley..... W. Va.				
				Willetts..... W. Va.				
				Willis Branch..... W. Va.				
				Winding Gulf..... W. Va.				
				Woodbay..... W. Va.				
				Wyco..... W. Va.				

\*REDUCTION.

For explanation of Reference Marks, see Page 3.

RATES IN CENTS PER TON 2,000 POUNDS.

3

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Index No.	STATIONS	Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
0	June 25, 1925	34	25	1	THE HOCKING VALLEY RAILWAY. Grovesport ..... Ohio.	*244	*209	*139
+5	May 20, 1925				NORFOLK AND WESTERN RAILWAY CO. Scioto Valley Division.			
		48	6	2	Hanging Rock ..... Ohio.			
		48	7	3	Union Landing Siding ..... Ohio.			
		48	8	4	Haveshill ..... Ohio.			
		48	9	5	Genoette ..... Ohio.			
		48	10	6	Franklin Furnace ..... Ohio.	202	197	117
		48	11	7	Wheelerburg ..... Ohio.			
		48	12	8	Sciotoville ..... Ohio.			
		48	13	9	Carl ..... Ohio.			
		48	14	10	New Boston ..... Ohio.			
6	June 1, 1925	89			ROUTING FROM VIRGINIAN RAILWAY STATIONS. ROUTE VIA: Virginian Railway and Matoaka, W. Va.; beyond via routes shown on Pages 67 to 89, inclusive, of Tariff, as amended.			

\*REDUCTION.

+REISSUE.

① Rates published herein from Hot Coal, Wyco, Jonben, Nuriva, Devils Fork, Corinne and Fireco, W. Va., on the Virginian Railway are issued on one day's notice, in compliance with Order of the Interstate Commerce Commission in Dockets Nos. 13832 and 14454 of March 10th, 1925 and Supplemental Order of May 14th, 1925.

Rates published herein from all stations on the Virginian Railway except Hot Coal, Wyco, Jonben, Nuriva, Devils Fork, Corinne and Fireco, W. Va., are issued on one day's notice under Special Permission of the Interstate Commerce Commission No. 72156 of May 15th, 1925.

For Routing, see Pages 67 to 89 inclusive of Tariff, as amended.

Supplement No. 4 to  
**TARIFF C. & C. No. 4475**  
(Cancels Supplements Nos. 1, 2 and 3.)  
Supplement No. 4 contains all changes  
from the original Tariff that are effective  
on the date hereof.

Supplement No. 4 to  
**P. S. C. W. Va. No. 56-A**  
(Cancels Supplements Nos. 1, 2, and 3.)  
Supplement No. 2 to  
**C. R. C. No. 10-B**  
Cancels Supplement No. 1.

Supplement No. 4 to  
**I. C. C. No. 3036-B**  
(Cancels Supplements Nos. 1, 2 and 3.)  
Supplement No. 4 contains all changes  
from the original Tariff that are effective  
on the date hereof.

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

Participating Carriers Named in Tariff and Supplements.

LOCAL, JOINT AND PROPORTIONAL FREIGHT  
TARIFF

PUBLISHING RATES ON



## Coal and Coal Briquets

In Carload Quantities

Rates in Cents Per Ton 2,000 Pounds

FROM

Coal Districts and Stations on Norfolk and Western Railway Company

TO

**Western Points**

Subject to Rules and Conditions of Tariff Unless Otherwise Provided.

Issued March 6, 1925.

Effective April 10, 1925.  
(Except as noted in individual items.)

J. R. RUFFIN,  
Freight Traffic Manager,  
ROANOKE, VA.

Issued by  
T. D. HOBART,  
General Coal Freight Agent,  
ROANOKE, VA.

O. W. COX,  
Coal Freight Agent,  
ROANOKE, VA.

3500

In Supplement No.	Date Effective	Page No. of Tariff	TARIFF NOW READS	CORRECT TO READ
11	Sept. 20, 1924	Title Page	Only three Supplements to this Tariff will be in effect at any time.	Only three Supplements to this Tariff will be in effect at any time, except as provided for on Page 6 of this Tariff.

## PARTICIPATING CARRIERS.

In Supplement No.	Date Effective	Page No. of Tariff	RAILROADS	CONCURRENCE	
				Form	No.
13	Dec. 16, 1924	3	<b>Add:</b> Chicago, Attica and Southern Railroad Company.....	F X 3	41
12	Oct. 15, 1924	3	The Delaware, Lackawanna and Western Railroad Company.....	F X 4	C-12
			Lehigh Valley Railroad Company.....	F X 2	26
			The Northwestern Ohio Railway and Power Company.....	F X 3	15
			The Toledo & Indiana Railroad Company.....	F X 3	17
4	April 10, 1925	3	<b>Change to read:</b> The Cincinnati, Georgetown and Portsmouth Railroad Company.....	F X 3	281
12	Oct. 15, 1924	3	The New York Central Railroad Company (Lines Buffalo, N. Y., Clearfield, Pa. and East).....	F X 2	N. Y. C. 441 Current
4	April 10, 1925	3	The Westfield Railroad Company.....	F X 3	580
13	Dec. 16, 1924	3	<b>Cancel:</b> Chicago, Attica & Southern Railway Company.....	F X 3	41
4	April 10, 1925	3	Kalamazoo, Lake Shore and Chicago Railway Company (H. D. Swayze, Receiver).....	F X 5	1

## INDEX TO RAILROADS.

			ABBREVIATIONS	RAILROADS	Page No. of Supplement
13	Dec. 16, 1924	4	D. L. & W.....	The Delaware, Lackawanna and Western Railroad Company.....	5
			L. V.....	Lehigh Valley Railroad Company.....	6

			TARIFF NOW READS	CORRECT TO READ
11	Sept. 20, 1924	ix	Fairmont, W. Va., Page 12, Index No. 18-a.....	Fairmont, W. Va., Page 14, Index No. 18a.

## RULES AND REGULATIONS.

Substitute the following for conflicting items:

## \*RATES FROM AND TO INTERMEDIATE POINTS.

**Rates from Intermediate Points**—Except as otherwise provided for herein, from any point of origin from which a specific rate is not named, which point is located directly between two points of origin from which different rates are named, the rate will be the same as from the one of the two points between which it is directly located from which the higher rate is named.

If the point of origin is located directly between two points from which the same rate applies, such rate will also apply from the intermediate point.

If the point of origin is not located between two points from which specific rates are named, the rate from the next more distant point, located on the same railroad as the intermediate station, will apply.

**Rates to Intermediate Points**—Except as otherwise provided for herein, to any point of destination to which a specific rate is not named, which point is located directly between two points of destination to which different rates are named on the rails of the delivering carrier, the rate will be the same as to the one of the two points between which it is directly located to which the higher rate is named.

If the destination point is located directly between two points to which the same rate applies on the rails of the delivering carrier, such rate will also apply to the intermediate point.

If the destination point is not located between two points, to which specific rates are named, the rate to the next named point beyond, located on the same railroad as the intermediate station, will apply.

This rule will not apply in connection with the Louisville & Nashville R. R.

\*REDUCTION.  
\*REISSUE.

ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY AND TO WHICH RATES ARE CANCELLED. 3

STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.
Adams Mills. Ohio. 8 28			Germantown Ohio. 8 7B			Oak Mich. 7 34		
Advance Ind. 4 38			Gibbs Mich. 4 26			Oak Harbor Ohio. 7 8		
Albion Ind. 4 1			Gram Creek Ind. 7 25			Oberlin Ohio. 8 31		
Algona Mich. 8 9			Green Mich. 4 39			Oronoko Mich. 7 42		
Anchorville Mich. 8 6			Grover Ohio. 8 28			Osgood Ind. 4 24		
Anderson Mich. 4 40			Gypsum Ohio. 7 10			Oakton Mich. 6 13		
Atlas Mich. 4 42								
Atchafal Ohio. 8 27			Haller Ohio. 8 21			Paisley Mich. 4 30		
Armada Mich. 6 3			Hamden Ohio. 6 11			Pearl Beach Mich. 8 8		
			Hannibal Mo. 5 1			Pettitville Ohio. 8 24		
Beara N. Y. 6 29			Harris N. Y. 5 33			Piercerville Ind. 4 26		
Bella Ind. 5 3			Hart Ind. 6 6			Port Clinton Ohio. 7 9		
Bellford Ind. 5 3			Harris Ind. 6 19			Port Huron Mich. 5 10		
Benton Springs Mich. 7 41			Harrison Ohio. 8 22			Port Huron Tunnel Mich. 7 35		
Black Rock N. Y. 5 12			Harron Mich. 4 54			Plymouth Ind. 7 13		
Bloom Ind. 7 3			Hayden Ind. 4 17					
Brighton Ind. 7 33			Hibbard Ind. 7 20			Quaker Ill. 5 8		
Browstown Ind. 4 13			Hickory Creek Mich. 6 23			Quincy Ill. 5 18		
Brown Lake Ind. 7 53			Hillman Crossing Mich. 4 56					
Brynar Ohio. 8 32			Hitchman Mich. 7 39					
Bushman Mich. 7 45			Hoy Mich. 4 45			Rayburn Mich. 4 51		
Burkville Ind. 4 20			Holland Ohio. 5 12			Rea Mich. 6 14		
			Holton Ind. 4 23			Richmond Mich. 6 6		
Cabon Mich. 4 49						Riverside Ind. 4 7		
Cadonia Ohio. 5 28			Johnson Ohio. 8 30			Roberts Landing Mich. 8 10		
Candia Ind. 7 31			Johnston Mich. 4 33			Rochester N. Y. 6 28		
Carr Ohio. 7 1			Kaytee Mich. 4 28			Rock Island Ill. 5 22		
Cathy Ohio. 8 19			Kentland Ind. 5 19			Roscoe Mich. 6 2		
Chamfield Mich. 6 4			Kewanna Ind. 7 24			Roxton Mich. 7 38		
Chas Center Ohio. 7 5			Kimmel Ind. 4 2			Rust Mich. 4 47		
Chymers Ind. 7 29			Kingsland Mich. 4 45			Ryan Ohio. 7 2		
Cold Springs Ind. 4 29								
Columbus Mich. 6 7			Ladoga Ind. 4 60			Sailing Hanson Mich. 4 34		
Cumsville Ohio. 8 37			Ladoga Ohio. 7 12			Savanna Ill. 5 23		
Cyren Mich. 4 41			Laksville Ind. 7 15			Schaets Ohio. 8 23		
Orford Ohio. 5 24			Lancaster N. Y. 5 13			Schultz Mich. 4 32		
Cramer Ohio. 8 13			La Pos Junction Ind. 7 16			Scotdale Mich. 7 37		
Cumwall Ind. 4 2			Lapland Ind. 4 61			Seymour Ind. 4 15		
Culver Ind. 7 21			Larson Mich. 4 41			Sticks Ohio. 5 27		
Curtice Ohio. 7 4			Le Grande Mich. 5 8			Smith's Creek Mich. 6 8		
			Letch Ind. 4 14			South Bend Ind. 7 14		
Dahoby Ind. 4 23			Lighton Mich. 7 43			Spa Mich. 4 31		
Dalton Ohio. 8 36			Lockport N. Y. 6 30			Sparksville Ind. 4 10		
Dalway Ind. 4 25			Long Cliff Ind. 7 26			Spart Mich. 4 33		
De Loug Ind. 7 22			Lorain Ohio. 6 22			State Line Mich. 5 2		
Dela Ohio. 8 30			Lucerne Ind. 7 26			St. Clair Mich. 8 2		
						Stamms Mich. 7 40		
Dupre N. Y. 5 29			Marblehead Ohio. 7 12			Stinson Mich. 4 53		
			Marine City Mich. 8 11			Stryker Ohio. 8 20		
Diamond Ind. 6 16			Marion Mich. 5 23			Suspension Bridge N. Y. 6 20		
Dobbin Mich. 4 46			Marysville Mich. 8 1			Swanton Ohio. 8 17		
Dresden Ohio. 8 40			Maxwell Ohio. 8 24			Swihart Ohio. 8 26		
			Max Mich. 6 15			Syracuse Ind. 4 4		
East Buffalo N. Y. 5 9			McArthur Ohio. 6 12			Tecoma Ind. 7 30		
East Burlington Ill. 5 16			McClurg Mich. 4 32			Tilledale Ohio. 8 42		
East Clinton Ill. 5 15			Madara Ind. 4 11			Trinway Ohio. 5 33		
East Dubuque Ill. 5 20			Matot Fort Ohio. 4 30A			Tune Rock Ind. 2 8		
East Fort Madison Ill. 5 21			Midway Ohio. 8 15			Twin Lakes Ind. 7 19		
East Hannibal Ill. 5 17			Milan Ind. 4 27			Utah Ohio. 8 13		
East Greenville Ohio. 8 35			Millard Junction Ind. 4 5					
Elia Mich. 5 41			Minter Ohio. 6 33			Vallonia Ind. 4 12		
Elmore Ohio. 7 7			Mitchell Ind. 4 6			Verona Ind. 7 27		
			Moore's Hill Ind. 4 28			Violet Ohio. 7 11		
Fairchild Mich. 9 4			Napier Mich. 7 36			Washington Mich. 6 1		
Fair Haven Mich. 8 7			Nearns Ind. 4 21			Watson Mich. 4 44		
Farmersville Ohio. 5 7C			New Baltimore Mich. 5 5			Wauseon Ohio. 8 23		
Fleming Ind. 4 16			New Bremen Ohio. 6 32			Wave Ind. Ind. 4 62		
Floss Ind. 7 32			New Haven Mich. 6 5			Wenatche Mich. 7 44		
Fordson Mich. 5 14			New Rome Ind. 4 39			Wesleyville Pa. 6 31		
Fort Ritter Ind. 4 9			Niagara Falls N. Y. 6 21			Whitcomb Ind. 4 15		
			Nier Mich. 4 35			Wiggins Quarry Ohio. 5 7A		
Gold Mich. 4 37			North Tonawanda N. Y. 6 18			Wilkins Ohio. 8 16		
Garden Ohio. 8 14			North Vernon Ind. 4 19			Williamsville N. Y. 6 17		
Gena Ohio. 7 6						Yocky Ind. 8 4		

## RATES IN CENTS PER TON 2,000 POUNDS

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Index No.	STATIONS	Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6	
					<b>BALTIMORE &amp; OHIO R. R.</b>				
13	Dec. 10, 1924	11	70	1	Albion	Ind.			
		11	77	2	Journal	Ind.			
		11	79	3	Crownwall	Ind.	350	312	
		11	79	4	Syracuse	Ind.		296	
		11	80	5	Milford Junction	Ind.			
		13	21	6	Mitchell	Ind.			
		13	22	7	Riverside	Ind.			
		13	23	8	Tunnelton	Ind.			
		13	24	9	Fort Riner	Ind.			
		13	25	10	Sparksville	Ind.			
		13	26	11	Madora	Ind.			
		13	27	12	Valonia	Ind.			
		13	29	13	Brownstown	Ind.			
		13	29	14	Lehigh	Ind.			
		13	30	15	Sermour	Ind.			
		13	31	16	Fleming	Ind.			
		13	32	17	Hayden	Ind.			
		13	33	18	Watson	Ind.			
		13	34	19	North Vernon	Ind.	291	254	
		13	35	20	Butterfield	Ind.		240	
		13	36	21	Nebraska	Ind.			
		13	37	22	Hulton	Ind.			
		13	38	23	Dabney	Ind.			
		13	39	24	Osgood	Ind.			
		13	40	25	Delaware	Ind.			
		13	41	26	Piercesville	Ind.			
		13	42	27	Millen	Ind.			
		13	43	28	Moore's Hill	Ind.			
		13	44	29	Cold Springs	Ind.			
		13	45	30	Dillsboro	Ind.			
4	April 10, 1925			30A	Miami Fort	Ohio	*250	*234	
					<b>BOYNE CITY, GAYLORD AND ALPENA RAILROAD COMPANY.</b>				
				31	Spar	Mich.			
				32	Schultz	Mich.			
				33	Johnston	Mich.			
				34	Selling Hanson	Mich.			
				35	Nier	Mich.			
				36	Gibbs	Mich.			
				37	Galt	Mich.			
				38	Raybow	Mich.			
				39	Grove	Mich.			
				40	Anderson	Mich.			
				41	Larson	Mich.			
				42	Atlanta	Mich.			
				43	Kingsland	Mich.	*428	*403	
				44	Watson	Mich.		*375	
				45	Hoy	Mich.			
				46	Debbins	Mich.			
				47	Hunt	Mich.			
				48	Conner	Mich.			
				49	Cahoon	Mich.			
				50	Painley	Mich.			
				51	Rayburn	Mich.			
				52	Spratt	Mich.			
				53	Stinson	Mich.			
				54	Harron	Mich.			
				55	McHarg	Mich.			
				56	Hillman Crossing	Mich.			
					<b>CENTRAL INDIANA RY.</b>				
				16	65	87	Max	Ind.	
				16	66	88	Advance	Ind.	
				16	67	89	New Rose	Ind.	
				16	68	90	Lehigh	Ind.	
				16	69	91	Lapham	Ind.	
				16	70	92	Wayland	Ind.	
11	Aug. 26, 1924						364	329	304

\*REDUCTION. FOR ROUTING, see Pages 67 and 68 of Tariff, as amended, and Page 9 of this Supplement. \*REISSUE.

RATES IN CENTS PER TON 2000 POUNDS.

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Index No.	STATIONS	Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
					<b>CHICAGO, BURLINGTON &amp; QUINCY RAILROAD CO.</b>			
1	March 27, 1925	19	11	1	Hannibal	Mo.	Cancel. For rates, see N. & W. Ry. Tariff I. C. C. No. 3022-B (C. & C. No. 4506.)	
		19	12	2	Quincy	Ill.		
					<b>CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY COMPANY.</b>			
12	Oct. 15, 1924	19	161	3	Becks	Ind.	297	262
		19	162	4	York	Ind.		282
		19	163	5	Bedford	Ind.		
					<b>CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY.</b>			
4	April 10, 1925	20	85	6	Quaker	Ill.	*364	*326
		20	86	7	State Line	Ind.		*309
					<b>THE CINCINNATI NORTHERN RAILROAD COMPANY.</b>			
4	April 10, 1925	22	92	7-A	Wiggins Quarry	Ohio	*250	*224
		22	94	7-B	Germanstown	Ohio		*214
		22	94	7-C	Farmersville	Ohio		
					<b>DETROIT AND MACKINAC RAILWAY CO.</b>			
4	April 10, 1925	29	15	8	Le Crand	Mich.	*Cancel. Station abandoned.	
					<b>THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD.</b>			
12	Dec. 16, 1924		9		East Buffalo	N. Y.	363	348
			10		Depew	N. Y.		328
			11		Harriet	N. Y.		
			12		Black Rock	N. Y.		
			13		Lancaster	N. Y.		
					<b>DETROIT, TOLEDO &amp; IRONTON R. R.</b>			
11	Sept. 26, 1924			14	Fordson	Mich.	320	285
					<b>EAST BANK MISSISSIPPI RIVER POINTS.</b>			
4	March 23, 1925	30	68	15	East Clinton	Ill., C. B. & Q. (C. & N. W.)	①422	①387
		30	69	16	East Burlington	Ill., C. B. & Q.		①372
		30	70	17	East Hannibal	Ill., C. B. & Q.		
		30	71	18	Quincy	Ill., C. B. & Q.		
		30	72	19	Keithsburg	Ill., M. & St. L.		
		30	73	20	East Dubuque	Ill., C. G. W. (W. C.)		
		30	74	21	East Fort Madison	Ill., A. T. & S. F.		
		30	75	22	Rock Island	Ill., C. R. I. & P.		
		30	76	23	Savanna	Ill., C. M. & St. P.		
					<b>ERIE R. R.</b>			
4	April 10, 1925	31	112	24	Cortlet	Ohio	*347	*312
11	Sept. 26, 1924			25	Marion	Ohio	265	234
12	Oct. 15, 1924	32	20	26	Caledonia	Ohio	274	249
		32	21	27	Slicka	Ohio		214
13	Dec. 16, 1924			28	East Buffalo	N. Y.	353	348
				29	Depew	N. Y.		328

**\*ADVANCE.**

**\*REDUCTION.**

**\*REISSUE.**

① Proportional rates applicable on shipments destined to points west of the west bank of the Mississippi River, except will not apply in connection with rates to points where joint through rates are named via routes shown in connection therewith, in N. & W. Ry. Tariff I. C. C. No. 3022-B (C. & C. No. 4506) Supplements thereto and revisions thereof.

② Issued on fifteen days' notice under Special Permission of the Interstate Commerce Commission, No. 71145, of February 28, 1925 (Amended).

③ Issued on fifteen days' notice under Special Permission of the Interstate Commerce Commission, No. 71149 of February 28, 1925 (Amended).

FOR ROUTING, see Page 69 and 70 of Tariff, as amended, and Page 9 to 11 and this Supplement.

## RATES IN CENTS PER TON 2,000 POUNDS.

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Index No.	STATIONS	Group Nos. 1 and 2	Group Nos. 3 and 4	Group Nos. 5 and 6
					<b>GRAND TRUNK RAILWAY SYSTEM.</b>			
†3	Dec. 16, 1924	34	29	1	Washington.....	Mich.		
		34	30	2	Romeo.....	Mich.		
		34	61	3	Ann Arbor.....	Mich.		
		34	60	4	Chesterfield.....	Mich.		
		34	67	5	New Haven.....	Mich.		
		34	68	6	Richmond.....	Mich.	330	290
		34	69	7	Columbus.....	Mich.		
		34	70	8	Smith's Creek.....	Mich.		
		34	71	9	Port Huron Tunnel.....	Mich.		
		34	72	10	Port Huron.....	Mich.		
					<b>THE HOCKING VALLEY RAILWAY CO.</b>			
†2	Oct. 15, 1924			11	Hamden.....	Ohio.	264	220
				12	McArthur.....	Ohio.		214
					<b>KALAMAZOO, LAKE SHORE AND CHICAGO RAILWAY CO.</b>			
4	April 10, 1925	35	94	13	Oaktemo.....	Mich.	*①	*③
		35	95	14	Irish.....	Mich.		
		35	96	15	Mattawan.....	Mich.		
					<b>LEHIGH VALLEY RAILROAD.</b>			
†5	Dec. 16, 1924			16	Depew.....	N. Y.		
				17	Williamsville.....	N. Y.	383	348
				18	North Tonawanda.....	N. Y.		328
				19	Harriet.....	N. Y.		
†3	Dec. 16, 1924			20	Suspension Bridge.....	N. Y.	423	388
				21	Niagara Falls.....	N. Y.		378
					<b>THE LORAIN AND WEST VIRGINIA RAILWAY CO.</b>			
4	April 10, 1925	36	9	22	Lorain.....	Ohio.	*⑤	*③
					<b>THE MICHIGAN CENTRAL RAILROAD CO.</b>			
4	April 10, 1925			23	Hickory Creek.....	Mich.	*385	*350
					<b>NEW YORK CENTRAL RAILROAD COMPANY.</b>			
†5	Dec. 16, 1924			24	Depew.....	N. Y.	383	348
				25	North Tonawanda.....	N. Y.		328
†3	Dec. 16, 1924			26	Suspension Bridge.....	N. Y.	423	388
				27	Niagara Falls.....	N. Y.		378
†2	Oct. 15, 1924	40	1	28	Rochester.....	N. Y.	423	388
		40	1a	29	Batavia.....	N. Y.		378
		40	1b	30	Lockport.....	N. Y.		
					<b>THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO.</b>			
4	April 10, 1925	44	33	31	Wesleyville.....	Pa.	*370	*335
4	April 19, 1925	45	40	32	New Bremen.....	Ohio.	*318	*283
		45	41	33	Minster.....	Ohio.		*255

\*ADVANCE.  
\*REDUCTION.  
†REISSUE.

①Cancelled on account of the discontinuance of the Kalamazoo, Lake Shore and Chicago Railway Company.

Reference is made to Interstate Commerce Commission Finance Docket No. 3367, issued on June 5, 1924, and Michigan Public Utilities Commission, order No. D-1230 of September 12, 1924.

③Cancelled—Hereafter combination rates will apply.

FOR ROUTING, see Pages 80 to 86 of Tariff, as amended, and Pages 11 to 14 of this Supplement.

RATES IN CENTS PER TON 2,000 POUNDS.

7

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Index No.	STATIONS	Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
					<b>THE NORTHERN OHIO RAILWAY COMPANY.</b>			
13	Dec. 16, 1924			1	Carey.....Ohio.	290	264	239
					<b>NORTHWESTERN OHIO RAILWAY AND POWER CO.</b>			
				2	Ryan.....Ohio.			
				3	Booth.....Ohio.			
				4	Curtice.....Ohio.			
				5	Clay Center.....Ohio.			
				6	Genoa.....Ohio.			
12	Oct. 15, 1924			7	Elmore.....Ohio.	269	264	239
				8	Oak Harbor.....Ohio.			
				9	Port Clinton.....Ohio.			
				10	Gypsum.....Ohio.			
				11	Violet.....Ohio.			
				12	Lakeside.....Ohio.			
				13	Marblehead.....Ohio.			
					<b>THE PENNSYLVANIA RAILROAD CO.</b>			
					<b>Michigan Division.</b>			
		55	21	14	South Bend.....Ind.			
		55	22	15	Lakeville.....Ind.			
		55	23	16	La Pae Junction.....Ind.			
		55	24	17	Harris.....Ind.			
		55	25	18	Plymouth.....Ind.			
		55	26	19	Twiss Lakes.....Ind.			
		55	27	20	Hibbard.....Ind.			
		55	28	21	Coiver.....Ind.			
		55	29	22	De Long.....Ind.			
12	Oct. 15, 1924	55	30	23	Bruce Lake.....Ind.	364	329	304
		55	31	24	Kewanna.....Ind.			
		55	32	25	Grass Creek.....Ind.			
		55	33	26	Lucerne.....Ind.			
		55	34	27	Verona.....Ind.			
		55	35	28	Long Cliff.....Ind.			
		55	36	29	Clymers.....Ind.			
		55	37	30	Teoma.....Ind.			
		55	38	31	Camden.....Ind.			
		55	39	32	Flora.....Ind.			
		55	40	33	Bringham.....Ind.			
					<b>PERE MARQUETTE RAILWAY.</b>			
11	Sept. 26, 1924	58	67	34	Oak.....Mich.	320	285	280
13	Dec. 16, 1924	59	65	35	Port Huron.....Mich.	3350	3315	3290
		60	66	36	Napier.....Mich.			
		60	69	37	Scordale.....Mich.			
		60	70	38	Royalton.....Mich.			
		60	71	39	Hinchman.....Mich.			
12	Sept. 17, 1924	60	72	40	Stemms.....Mich.	Rates canceled.		
		60	73	41	Berrien Springs.....Mich.	abandoned.		
		60	74	42	Oronoko.....Mich.			
		60	75	43	Lighton.....Mich.			
		60	76	44	Wenatchee.....Mich.			
		60	77	45	Buchanan.....Mich.			

REISSUE.

Will not apply to intermediate points in Canada.

FOR ROUTING, see Page 67 of Tariff, as amended, and Page 16 of this Supplement.

RATES IN CENTS PER TON 2,000 POUNDS.

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Index No.	STATIONS	Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 1 and 4
					<b>PORT HURON AND DETROIT RAILROAD COMPANY.</b>			
13	Dec. 16, 1924	63	22	1	Marysville Mich.	330	315	30
		63	23	2	St. Clair Mich.			
		63	24	3	Marine City Mich.			
					<b>THE RAPID RAILROAD COMPANY.</b>			
13	Dec. 16, 1924	63	25	4	Fairchild Mich.	350	315	29
		63	26	5	New Baltimore Mich.			
		63	27	6	Anchorville Mich.			
		63	28	7	Fair Haven Mich.			
		63	29	8	Pearl Beach Mich.			
		63	30	9	Algona Mich.			
		63	31	10	Roberts Landing Mich.			
		63	32	11	Marine City Mich.			
					<b>THE TOLEDO &amp; INDIANA RAILROAD COMPANY.</b>			
				12	Holland Ohio	320	285	26
				13	Crossway Ohio			
				14	Garden Ohio			
				15	Midway Ohio			
				16	Wilkins Ohio			
				17	Swanton Ohio			
				18	Utah Ohio			
				19	Cately Ohio			
				20	Delta Ohio			
				21	Haller Ohio			
				22	Harrison Ohio			
12	Oct. 15, 1924			23	Wauseon Ohio			
				24	Pettitville Ohio			
				25	Sehanta Ohio			
				26	Swihart Ohio			
				27	Archbold Ohio			
				28	Greiser Ohio			
				29	Stryker Ohio			
				30	Jackson Ohio			
				31	Oberle Ohio			
				32	Bryan Ohio			
					<b>WABASH RAILWAY CO.</b>			
4	March 23, 1925	65	67	33	Hannibal Mo.	(Cancel. For rates, see N. & W. Ry. Tar. of I. C. C. No. 4561. (C. & C. No. 3052-B)		
					<b>THE WHEELING AND LAKE ERIE RAILWAY.</b>			
4	April 10, 1925			34	Massillon Ohio	420	424	420
				35	East Groenville Ohio			
				36	Dalton Ohio			
				37	Conesville Ohio	420	424	420
				38	Adams Mills Ohio			
				39	Trinity Ohio			
4	April 10, 1925			40	Dresden Ohio			
				41	Ellis Ohio			
				42	Tilledale Ohio			

\*REDUCTION.  
†REISSUE.

‡ Issued on fifteen days' notice under Special Permission of the Interstate Commerce Commission No. 71148 of February 28, 1925.  
FOR ROUTING, see Pages 83 and 89 of Tariff, as amended, and Page 15 of this Supplement.

## ROUTING.

9

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Page No. of Supplement	Index No. of Supplement	Route No.	ROUTE VIA	Division No.
							(Amends Page 67 of Tariff.) <b>THE BALTIMORE AND OHIO RAILROAD.</b>	
4	April 10, 1923	11	112 to 115			*2	N. & W. Ry., Columbus, Ohio, P. R. R., Cuyahoga Falls, Ohio, and B. & O. R. R.	4
12	Oct. 15, 1924	12	1 to 23			1	N. & W. Ry., Columbus, Ohio, and B. & O. R. R.	4
						2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Cuyahoga Falls, Ohio, and B. & O. R. R.	4
			1 to 17			1	N. & W. Ry., Chillicothe, Ohio, and B. & O. R. R.	4
			18			*1	Eliminate: N. & W. Ry., Chillicothe, Ohio, and B. & O.	4
4	April 10, 1925	14	18			*1	N. & W. Ry., Kenova, W. Va., and B. & O. R. R.	4
							R. R.	4
			18a			1	N. & W. Ry., Chillicothe, Ohio, and B. & O. R. R.	4
							<b>BOYNE CITY, GAYLORD &amp; ALPENA R. R.</b>	
4	April 10, 1925			4	31 to 56	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Gaylord, Mich., and B. C. G. & A. R. R.	6
						2	N. & W. Ry., Bannou, Ohio, N. Y. C. R. R. (Ohio Central Line), Toledo, Ohio, M. C. R. R., Gaylord, Mich., and B. C. G. & A. R. R.	6
						3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Gaylord, Mich., and B. C. G. & A. R. R.	6
							(Amends Page 69 of Tariff.) <b>CHICAGO AND EASTERN ILLINOIS RY.</b>	
4	April 10, 1925	18	4 and 5			*2	Eliminate.	
		18	6 to 30			*1	Eliminate.	
4	April 10, 1925	18	6 to 30			*1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., St. Anne, Ill., and C. & E. I. Ry.	10
							(Amends Page 70 of Tariff.) <b>CHICAGO, MILWAUKEE &amp; ST. PAUL RY. CO.</b>	
4	April 10, 1925	20	96			*3	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., West Dnn, Ind., and C. M. & St. F. Ry.	16
							<b>THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD.</b>	
13	Dec. 16, 1924			5	9 to 13	1	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fostoria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and D. L. & W. R. R.	69
						2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and D. L. & W. R. R.	69-A
						3	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and D. L. & W. R. R.	69-B
						4	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and D. L. & W. R. R.	69-C
						5	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and D. L. & W. R. R.	69-D
							<b>DETROIT, TOLEDO AND Ironton R. R. CO.</b>	
11	Sept. 26, 1924			5	14	1	N. & W. Ry., Glen Jean, Ohio and D. T. & I. R. R.	28
						2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and D. T. & I. R. R.	28-A
						3	N. & W. Ry., Bannou, Ohio, N. Y. C. R. R. (Ohio Central Line), Toledo, Ohio and D. T. & I. R. R.	28-A
						4	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Toledo, Ohio and D. T. & I. R. R.	28-A

\*ADVANCE.  
\*REDUCTION.  
†REISSUE.

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Page No. of Supplement	Index No. of Supplement	Route No.	ROUTE VIA	Division No.
<b>ELGIN, JOLIET &amp; EASTERN RAILWAY.</b>								
<b>(Amends Page 76 of Tariff.)</b> (Except as Noted.)								
4	April 10, 1925	30	96 to 96			*12	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff, Ind., N. Y. C. R. R., Hartsdale, Ind., and E. J. & E. Ry. ....	31-D
13	Dec. 16, 1924	30	97			7	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Curtis, Ind., and E. J. & E. Ry. ....	31-C
						8	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Curtis, Ind., and E. J. & E. Ry. ....	31-C
13	Dec. 16, 1924	30	98 to 100			3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Curtis, Ind., and E. J. & E. Ry. ....	31-C
						12	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Curtis, Ind., and E. J. & E. Ry. ....	31-C
13	Dec. 16, 1924	30	101 to 112			11	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry. ....	31-C
<b>(Amends Page 76 of Tariff.)</b>								
<b>ERIE RAILROAD COMPANY.</b>								
13	Dec. 16, 1924	31	5 to 30			1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio, and Erie R. R. ....	33
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Peoria, Ohio, and Erie R. R. ....	33-B
						1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio, and Erie R. R. ....	33
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Peoria, Ohio, and Erie R. R. ....	33-B
						3	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fostoria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R. ....	33-C
13	Dec. 16, 1924	31	31 and 32			4	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and Erie R. R. ....	33-D
						5	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleve- land, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R. ....	33-E
						6	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and Erie R. R. ....	33-F
						7	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R. ....	33-G
13	Dec. 16, 1924	31	33			1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio, and Erie R. R. ....	33
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Peoria, Ohio, and Erie R. R. ....	33-B
						1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio, and and Erie R. R. ....	33
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Peoria, Ohio, and Erie R. R. ....	33-B
						3	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fostoria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R. ....	33-C
13	Dec. 16, 1924	31	34			4	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and Erie R. R. ....	33-D
						5	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleve- land, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R. ....	33-E
						6	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and Erie R. R. ....	33-F
						7	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R. ....	33-G
13	Dec. 16, 1924	31	35			1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio, and Erie R. R. ....	33
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Peoria, Ohio, and Erie R. R. ....	33-B

REDUCTION.  
REISSUE.

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Page No. of Supplement	Index No. of Supplement	Route No.	ROUTE VIA	Division No.
							(Amends page 78 of tariff)	
							<b>ERIE RAILROAD COMPANY—Continued.</b>	
						1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio, and Erie R. R.	33
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Peoria, Ohio and Erie R. R.	33-B
						3	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fortoria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-C
13	Dec. 16, 1924	31	36			4	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and Erie R. R.	33-D
						5	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-E
						6	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and Erie R. R.	33-F
						7	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-G
13	Dec. 16, 1924	31	37 to 53			1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio and Erie R. R.	33
11	Sept. 26, 1923			5	25	2	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Peoria, Ohio and Erie R. R.	33-B
						2	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fortoria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-B
						1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and Erie R. R.	33-C
13	Dec. 16, 1924			5	28 and 29	2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-D
						3	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-E
						4	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and Erie R. R.	33-F
						5	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-G
							(Amends Page 56 of Tariff.)	
							<b>GRAND TRUNK RAILWAY SYSTEM.</b>	
						1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
						3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
13	Dec. 16, 1924	34	50 to 58			4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
						5	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						6	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
13	Dec. 16, 1924	34	59 to 61	6	1 to 3	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
13	Dec. 16, 1924	34	62 to 67	6	4 and 5	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36

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							(Amends Page 80 of Tariff.)	
							<b>GRAND TRUNK RAILWAY SYSTEM—Continued.</b>	
†3	Dec. 16, 1924	34	68 to 72	6	6 to 10	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
†3	Dec. 16, 1924	34	72 to 74			3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
						5	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						6	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
							<b>THE HOCKING VALLEY RAILWAY.</b>	
†2	Oct. 15, 1924			6	11 and 12	1	N. & W. Ry., Valley Crossing, Ohio, and Hocking Valley Ry.	37
							(Amends Page 80 of Tariff.)	
							<b>ILLINOIS CENTRAL R. R.</b>	
4	April 10, 1925	35	49 and 50			42	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Matton, Ill., and Illinois Central R. R.	38-A
							<b>LEHIGH VALLEY RAILROAD.</b>	
						1	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fostoria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Lehigh Valley R. R.	70
						2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and Lehigh Valley R. R.	70-A
†3	Dec. 16, 1924			6	16 to 21	3	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Lehigh Valley R. R.	70-B
						4	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and Lehigh Valley R. R.	70-C
						5	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Lehigh Valley R. R.	70-D
							<b>MICHIGAN CENTRAL RAILROAD.</b>	
							(Amends Page 82 of Tariff.) (Except as Noted.)	
4	April 10, 1925	37	(26 to 30) (32 to 38)			†11	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & R. R., Kalamazoo, Mich., and M. C. R. R.	47
						†12	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, N. Y. C. & R. R., Kalamazoo, Mich., and M. C. R. R.	47
						†13	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. & R. R., Kalamazoo, Mich., and M. C. R. R.	47

\*REDUCTION.  
†REISSUE.

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Page No. of Supplement	Index No. of Supplement	Route No.	ROUTE VIA	Division No.
<b>MICHIGAN CENTRAL RAILROAD</b> Continued.								
(Amends Page 83 of Tariff.)								
4	April 10, 1925	37	54 to 60			*1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & R. R., Porter, Ind., or Gibson, Ind., and Michigan Central R. R.	47
						*2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. & R. R., Porter, Ind., or Gibson, Ind., and Michigan Central R. R.	47
						*3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, N. Y. C. & R. R., Porter, Ind., or Gibson, Ind., and Michigan Central R. R.	47
4	April 10, 1925	37	61 to 73			*1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & R. R., Porter, Ind., or Hartdale, Ind., and Central R. R.	47
						*2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. & R. R., Porter, Ind., or Hartdale, Ind., and Michigan Central R. R.	47
						*3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, N. Y. C. & R. R., Porter, Ind., or Hartdale, Ind., and Michigan Central R. R.	47
12	Oct. 15, 1924	37	74 to 78			1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Michigan Central R. R.	47
						2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio and Michigan Central R. R.	47
						3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio and Michigan Central R. R.	47
<b>NEW YORK CENTRAL RAILROAD COMPANY.</b>								
13	Dec. 16, 1924			6	24 to 27	1	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fosteria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-J
						2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-A
						3	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-H
						4	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-I
(Amends Page 84 of Tariff.)								
13	Dec. 16, 1924	40	1 to 1b	6	28 to 30	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio and N. Y. C. & R. R.	51-A
						1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio and N. Y. C. & R. R.	51-A
						2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-H
13	Dec. 16, 1924	40	1c and 1d			3	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-I
						4	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fosteria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-J
13	Dec. 16, 1924	40	2			1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio and N. Y. C. & R. R.	51-A
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio and N. Y. C. & R. R.	51-B
						3	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-H
						4	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-I
						5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fosteria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-J
13	Dec. 16, 1924	40	3 to 41			1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio and N. Y. C. & R. R.	51-A
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, and N. Y. C. & R. R.	51-B

\*REISSUE.  
\*REDUCTION.

In Supple- ment No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Page No. of Supple- ment	Index No. of Supple- ment	Route No.	ROUTE VIA	Division No.
(Amends Page 64 of Tariff.) <b>THE NEW YORK, CENTRAL R.—Continued.</b>								
4	April 10, 1925	31	56 to 61 (63 to 79)			*4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Kalamazoo, Mich., and N. Y. C. R. R.	31
						*5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Toledo, Ohio, M. C. R. R., Kalamazoo, Mich., and N. Y. C. R. R.	31
						*6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Kalamazoo, Mich., and N. Y. C. R. R.	31
4	April 10, 1925	42	62 and 63			*1 *2 *3 *4	Eliminate. Removing violation of I. C. C. 4th Section.	
4	April 10, 1925	42	62 and 63			*1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, and N. Y. C. R. R.	31
						*2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Toledo, Ohio and N. Y. C. R. R.	31
						*3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio and N. Y. C. R. R.	31
4	April 10, 1925	42	64 and 65			1	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Shelf, Ind., and N. Y. C. R. R.	31-A
						2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., North Judson, Ind., and N. Y. C. R. R.	31-C
						3	N. & W. Ry., Columbus, Ohio, Penna. R. R., North Judson, Ind., and N. Y. C. R. R.	31-E
						4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., North Judson, Ind., and N. Y. C. R. R.	31-C
						*5	N. & W. Ry., Bannock, Ohio and N. Y. C. R. R.	31-D
(Amends Page 66 of Tariff.) <b>THE NEW YORK, CHICAGO AND ST. LOUIS R. R.</b>								
4	April 10, 1925	43	30 to 39			1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Findlay, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33
						*2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Findlay, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33-B
						*2	Eliminate: N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), St. Marys, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33-B
						3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Burgoon, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33-A
4	April 10, 1925	45 46	40 to 47 11 to 47	6	40 to 41	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Findlay, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), St. Marys, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33-B
						3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Burgoon, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33-A
<b>THE NORTHERN OHIO RAILWAY COMPANY.</b>								
13	Dec. 16, 1924			7	1	1	N. & W. Ry., Columbus, Ohio, P. R. R., Chatfield, Ohio and Northern Ohio Railway	35-A
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Arlington, Ohio and Northern Ohio Railway	35-B
<b>NORTHWESTERN OHIO RAILWAY AND POWER CO.</b>								
12	Oct. 15, 1924			7	2 to 13	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Northwestern Ohio Railway and Power Co.	37
4	April 10, 1925			7	2 to 13	*2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Toledo, Ohio and Northwestern Ohio Railway and Power Co.	37-A

\*ADVANCE.  
\*REDUCTION.  
†REISSUE.

In Supple- ment No.	Date Effective	Page No. of	Index No. of Tariff	Page No. of Supple- ment	Index No. of Supple- ment	Route No.	ROUTE VIA	Division No.
(Amends Page 87 of Tariff.)								
<b>THE PENNSYLVANIA RAILROAD (Western Lines.)</b>								
15	Dec. 16, 1924	55	65 to 71			1	N. & W. Ry., Columbus, Ohio, Penna. R. R. via Toledo, Ohio	56
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Bucyrus, Ohio, Fort Wayne, Ind., P. R. R., La Otto, Ind., and P. R. R.	56
15	Dec. 16, 1924	55	72			1	N. & W. Ry., Columbus, Ohio, P. R. R., via Toledo, Ohio	56
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Bucyrus, Ohio, P. R. R., Fort Wayne, Ind., and P. R. R.	56
12	Dec. 16, 1924	55	73 to 75			1	N. & W. Ry., Columbus, Ohio and P. R. R. via Toledo, Ohio	56
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Bucyrus, Ohio, P. R. R., Columbus City, Ind., and P. R. R.	56
						3	N. & W. Ry., Columbus, Ohio, P. R. R., Bucyrus, Ohio, P. R. R., Fort Wayne, Ind., P. R. R., La Otto, Ind., and P. R. R.	56
13	Dec. 16, 1924	55	76			1	N. & W. Ry., Columbus, Ohio, P. R. R., via Toledo, Ohio	56
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Bucyrus, Ohio and P. R. R.	56
13	Dec. 16, 1924	55	77 to 80			1	N. & W. Ry., Columbus, Ohio, P. R. R., via Toledo, Ohio	56
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Bucyrus, Ohio, P. R. R., Columbus City, Ind., and P. R. R.	56
(Amends Page 87 of Tariff.)								
<b>PERE MARQUETTE RAILWAY.</b>								
15	Dec. 16, 1924	59	110 to 64			1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Pere Marquette Ry.	57
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. & H. R. (Ohio Central Lines), Toledo, Ohio and Pere Marquette Ry.	57
						3	N. & W. Ry., Valley Creek, Ohio, H. V. Ry., Toledo, Ohio and Pere Marquette Ry.	57
15	Dec. 16, 1924	59	65	7	35	1	N. & W. Ry., Columbus, Ohio, P. R. R., Toledo, Ohio, Pere Marquette Ry., via Detroit, Mich., and Sarnia, Ontario	57
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. & H. R. (Ohio Central Lines), Toledo, Ohio and Pere Marquette Ry., via Detroit, Mich., and Sarnia, Ontario	57
						3	N. & W. Ry., Valley Creek, Ohio, H. V. Ry., Toledo, Ohio, Pere Marquette Ry., via Detroit, Mich., and Sarnia, Ontario	57
12	Dec. 16, 1924	59	66 to 90	7	36 to 45	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Pere Marquette Ry.	57
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. & H. R. (Ohio Central Lines), Toledo, Ohio and Pere Marquette Ry.	57
						3	N. & W. Ry., Valley Creek, Ohio, H. V. Ry., Toledo, Ohio and Pere Marquette Ry.	57
<b>THE TOLEDO &amp; INDIANA RAILROAD COMPANY.</b>								
12	Oct. 15, 1924			8	12 to 32	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, and Toledo & Indiana R. R.	58
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. & H. R. (Ohio Central Lines), Toledo, Ohio, and Toledo & Indiana R. R.	58
<b>THE WHEELING AND LAKE ERIE RY.</b>								
4	April 10, 1925	96	17 to 54	9	34 to 42	43	N. & W. Ry., Circleville, Ohio, Penna. R. R., Eldon, Ohio and W. & L. E. Ry.	66-A
4	April 10, 1925	96	17 to 54	8	34 to 42	42	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Zanesville, Ohio and W. & L. E. Ry.	66-B

\*REISSUE.  
\*REDUCTION.

Only three Supplements to this Tariff will be  
in effect at any time.

**TARIFF C. & C. No. 4475**

Cancels C. & C. No. 4386, except parts  
under suspension in I & S District 1970  
of November 10, 1923, and C & C  
Nos. 4226, 4358, 4497, 4488,  
4481 and 4467, in full.

**P. S. C. W. VA. NO. 55-A**  
Cancels P. S. C. W. Va. No. 52-A

**I. C. C. No. 3036-B**

Cancels I. C. C. No. 2984-B except parts  
under suspension in I & S District 1970  
of November 10, 1923, and I. C. C.  
Nos. 2912-B, 2967-B, 2978-B,  
3025-B, 3030-B, and 3034-B, in full.

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

Participating Carriers Named in Tariff and Supplements

LOCAL, JOINT AND PROPORTIONAL FREIGHT TARIFF

PUBLISHING RATES ON

## Coal and Coal Briquets

In Carload Quantities

Rates in Cents Per Ton 2,000 Pounds

FROM

Coal Districts and Stations on Norfolk and Western Railway

TO

## WESTERN POINTS



For information regarding prepay stations and facilities for handling freight at points of destination shown herein, refer to Official  
List of Open and Prepay Stations No. 31 (R. T. Jones, I. C. C. No. 1943), supplements thereto and reissues thereof.

The rates named herein for Rail and Water Transportation via Car Ferry are subject to suspension at the close of navigation and  
restoration on the opening of navigation of Car Ferry Lane via Ann Arbor Railroad on notice as provided on Page 9 of this Tariff.

Where points of origin or destinations that were shown in Tariff C. & C. No. 4386, I. C. C. No. 2984-B, are omitted in this tariff,  
such points have been abandoned or their names have been changed.

Issued July 18, 1924

Effective August 28, 1924

Issued by

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

**T. D. HOBART,**  
General Coal Freight Agent,  
ROANOKE, VA.

**O. W. COX,**  
Coal Freight Agent,  
ROANOKE, VA.

4000

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# PARTICIPATING CARRIERS.

	CONCURRENCE			CONCURRENCE	
	Form	No.		Form	No.
The Akron, Canton & Youngstown Railway Company	F X 3	15	East Jordan & Northern Railroad Company	F X 3	307
The Ann Arbor Railroad Company	F X 3	302	Elgin, Joliet and Eastern Railway Company	F X 3	92
The Atcham, Topeka and Santa Fe Railway Company	F X 4	279	Erie & Michigan Railway & Navigation Co.	F X 3	126
The Baltimore and Ohio Railroad Company	F X 4	1005	Erie Railroad Company (Line Buffalo, Salamanca, N. Y., and East)	F X 3	602
Willard, Ohio, exclusive, Noddy, Ohio, Parkersburg, W. Va., Kenova, W. Va., inclusive and East	F X 4	1005	Erie Railroad Company (Line Buffalo, Salamanca, N. Y., and West)	F X 3	452
The Baltimore and Ohio Railroad Company, Maryland, Willard, Stewartsville, Belts, Ohio and West	F X 3	W L-146	Evansville, Indianapolis & Terre Haute Railroad Company	F X 3	316
The Baltimore and Ohio Chicago Terminal Railroad Company	F X 4	101	The Felicity and Bethel Railroad Company	F X 3	9
The Belt Railway Company of Chicago	F X 4	107	Grand Trunk Railway System (Lines West of Detroit and St. Clair Rivers)	F X 3	1007
Butte City, Gaylord and Alpena Railroad Company	F X 4	19	The Hooking Valley Railway Company	F X 3	130
Central Indiana Railway Company (Willard, P. Herod, Receiver)	F X 3	663	Illinois Central Railroad Company	F X 3	230
The Chesapeake and Ohio Railway Company	F X 3	325	Indiana Harbor Belt Railroad Company	F X 3	62
The Chicago and Alton Railroad Company (William W. Wheelock and William G. Board, Receivers)	F X 3	794	Kalamazoo, Lake Shore and Chicago Railway Company (H. D. Jewett, Receiver)	F X 3	6
Chicago and Eastern Illinois Railway Company	F X 3	A-89	The Kansas and Omaha Railroad Company	F X 3	460
Chicago and Erie Railroad Company	F X 3	672	The Lakes & Erie Railroad Company	F X 3	19
Chicago and Northwestern Railway Company	F X 4	154	The Lorain & West Virginia Railway Company	F X 3	265
Chicago, Attica & Southern Railway Company	F X 3	41	The Lorain, Ashland & Southern Railroad Company	F X 3	13
Chicago, Burlington & Quincy Railroad Company	F X 3	199	Louisville and Nashville Railroad Company	F X 3	986
Chicago Great Western Railroad Company	F X 4	313	Louisville, Henderson & St. Louis Railway Company	F X 3	400
Chicago, Indianapolis and Louisville Railway Company	F X 3	673	Manitou and Northwestern Railroad Company (The Michigan Trust Company, Receiver)	F X 3	261
Chicago, Rock Island and Saginaw Railway Company	F X 3	717	The Michigan Central Railroad Company	F X 3	974
The Chicago, Lake Shore and South Bend Railway Company	F X 3	34	Michigan Railroad Company	F X 3	7
Chicago, Milwaukee and Gary Railway Co.	F X 3	276	The Minneapolis & St. Louis Railroad Company (W. H. Brummer, Receiver)	F X 3	H-153
Chicago, Milwaukee and St. Paul Railway Company	F X 3	750	Missouri-Illinois Railroad Co.	F X 3	121
Chicago, Peoria and St. Louis Railroad Company (Bluford Wilson and William C. Catter, Receivers)	F X 3	752	New Jersey, Indiana & Illinois Railroad Company	F X 3	61
The Chicago, Rock Island and Pacific Railway Company	F X 4	161	The New York Central Railroad Company (Line Buffalo, N. Y., Clearfield, Pa., and East)	F X 3	N.Y.C. C-41
The Cincinnati, Georgetown and Portsmouth Railroad Company	F X 4	4	The New York Central Railroad Company (Line Buffalo, N. Y., Clearfield, Pa., and West)	F X 4	L.N. Stein 196
The Cincinnati, Indianapolis & Western Railroad Company	F X 3	235	The New York Central Railroad Company (Ohio Central Lines)	F X 3	192
The Cincinnati Northern Railroad Company	F X 3	1300	The New York, Chicago and St. Louis Railroad Company	F X 3	A-265
The Cleveland, Cincinnati, Chicago and St. Louis Railway Company	F X 3	167	The Northern Ohio Railway Company	F X 3	A-163
Dartmouth and Union Railroad Company	F X 3	45	The Pennsylvania Railroad Company (Lines Pittsburgh, Pa., Oil City, Pa., Erie, Pa., and West)	F X 3	273
The Detroit and Harco Railway Company	F X 3	602	Pere Marquette Railway Company	F X 3	1041
Detroit and Mackinac Railway Company	F X 3	606	The Pontiac, Oxford and Northern Railroad Company	F X 3	164
The Detroit and Toledo Shore Line Railroad Company	F X 3	232	Port Huron and Detroit Railroad Company	F X 3	6
Detroit, Bay City & Western Railroad Company (Willis H. Ogden, Receiver)	F X 3	673	The Rapid Railroad Company	F X 3	163
Detroit, Toledo and Ironston Railroad Company	F X 3	673	Terminal Railroad Association of St. Louis	F X 3	254
			Tolono, Peoria & Western Railway Company (Samuel M. Russell, Receiver)	F X 3	300
			The Toledo and Western Railroad Company (A. L. Swartz, Harry A. Dunn and Joseph A. Veger, Receivers)	F X 4	289
			The Westfield Railroad Co.	F X 3	190
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P. H. & D.	Port Huron and Detroit R. R. Co.	63
R. p. R. R.	The Rapid R. R. Co.	63
T. R. R. Assn.	Terminal R. R. Association of St. Louis	63
T. P. & W.	Toledo, Peoria & Western Ry. Co.	63
T. & W.	The Toledo and Western R. R. Co.	63
Wab. Ry.	Wabash Ry. Co.	63-65
W. R. R.	The Westfield R. R. Co.	65
W. & L. E.	The Wheeling and Lake Erie Ry.	65-66

## REFERENCES.

All changes in rates are indicated by the following symbols, viz.:

- \*Denotes Reductions.
- Denotes Increases.

ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.

STATIONS		DISTRICT	GROUP No.	STATIONS		DISTRICT	GROUP No.
Alex	Ky.	Thacker	5	Dry Branch	W. Va.	Radford Division	2
Ajax	W. Va.	Kenova	6	Duhring	W. Va.	Pocahontas	3
Algonquin	W. Va.	Pocahontas	3	Dwina	W. Va.	Clinch Valley No. 2	4
Algonia	W. Va.	Thacker	5				
Alphum	W. Va.	Pocahontas	3				
Amo	W. Va.	Pocahontas	3				
Answalt	W. Va.	Pocahontas	3	East Lynn	W. Va.	Kenova	6
Angle	W. Va.	Pocahontas	3	Eckman	W. Va.	Pocahontas	3
Arista	W. Va.	Pocahontas	3	Elbert	W. Va.	Pocahontas	3
Armen	W. Va.	Kenova	6	Elkhorn	W. Va.	Pocahontas	3
Arrow	Ky.	Thacker	5	English	W. Va.	Tug River	3
Artrop	W. Va.	Clinch Valley No. 2	4	Ennis	W. Va.	Pocahontas	3
Asco	W. Va.	Tug River	3	Eraw	W. Va.	Thacker	5
Ashland	W. Va.	Pocahontas	3	Erin	W. Va.	Tug River	3
Atwell	W. Va.	Tug River	3	Excelsior	W. Va.	Tug River	3
Bailey	W. Va.	Clinch Valley No. 1	3	Faraday	W. Va.	Pocahontas	3
Bandy	W. Va.	Pocahontas	3	Filbert	W. Va.	Pocahontas	3
Banner	W. Va.	Clinch Valley No. 2	4	Finney	W. Va.	Clinch Valley No. 1	3
Bartley	W. Va.	Tug River	3	Five Oaks	W. Va.	Clinch Valley No. 1	3
Bech Fork	W. Va.	Pocahontas	3	Flow	W. Va.	Kenova	6
Belcher	W. Va.	Thacker	5	Footier	W. Va.	Clinch Valley No. 1	3
Belvey	Ky.	Thacker	5	Fort Gay	W. Va.	Kenova	6
Belspring	W. Va.	Radford Division	2				
Berwind	W. Va.	Pocahontas	3				
Bigfour	W. Va.	Pocahontas	3				
Big Sandy	W. Va.	Tug River	3	Gardner	W. Va.	Clinch Valley No. 1	3
Blackford	W. Va.	Clinch Valley No. 1	3	Gariand	W. Va.	Tug River	3
Blackburg	W. Va.	Radford Division	1	Gary	W. Va.	Pocahontas	3
Black Wolfe	W. Va.	Pocahontas	3	Gavin	W. Va.	Pocahontas	3
Bloton	W. Va.	Kenova	6	Gass	W. Va.	Clinch Valley No. 1	3
Boinevain	W. Va.	Pocahontas	3	Giannal	W. Va.	Pocahontas	3
Bondtown	W. Va.	Clinch Valley No. 2	4	Giatto	W. Va.	Pocahontas	3
Boody	W. Va.	Clinch Valley No. 2	4	Gillespie	W. Va.	Clinch Valley No. 1	3
Booth	W. Va.	Pocahontas	3	Glen Alum	W. Va.	Thacker	5
Borderland	W. Va.	Kenova	6	Glenhayes	W. Va.	Kenova	6
Bradshaw	W. Va.	Tug River	3	Gluck	W. Va.	Tug River	3
Branswell	W. Va.	Pocahontas	3	Godfrey	W. Va.	Pocahontas	3
Brit	W. Va.	Pocahontas	3	Goodman	W. Va.	Kenova	6
Bunch	W. Va.	Pocahontas	3	Goodwill	W. Va.	Pocahontas	3
Burks Garden	W. Va.	Clinch Valley No. 1	3	Graceland	W. Va.	Clinch Valley No. 1	3
				Greene	W. Va.	Clinch Valley No. 2	4
				Grey Eagle	W. Va.	Kenova	6
Caledonia	W. Va.	Clinch Valley No. 2	4	Guntton Park	W. Va.	Radford Division	1
Canebrake	W. Va.	Pocahontas	3				
Caples	W. Va.	Tug River	3				
Carbo	W. Va.	Clinch Valley No. 2	4	Hardy	Ky.	Thacker	5
Carlos	W. Va.	Tug River	3	Hartwell	W. Va.	Pocahontas	3
Carroll	W. Va.	Pocahontas	3	Havaco	W. Va.	Pocahontas	3
Carterton	W. Va.	Clinch Valley No. 2	4	Hemphill	W. Va.	Tug River	3
Castlewood	W. Va.	Clinch Valley No. 2	4	Hiawatha	W. Va.	Pocahontas	3
Cedar	W. Va.	Thacker	5	Hitchcock	W. Va.	Kenova	6
Cedar Bluff	W. Va.	Clinch Valley No. 1	3	Hockman	W. Va.	Clinch Valley No. 1	3
Chattaroy	W. Va.	Kenova	6	Holbrook	W. Va.	Clinch Valley No. 1	3
Christiansburg	W. Va.	Radford Division	1	Honaker	W. Va.	Clinch Valley No. 1	3
Cinderella	W. Va.	Thacker	5	Howard	W. Va.	Kenova	6
Clarun	W. Va.	Tug River	3	Hubbardstown	W. Va.	Kenova	6
Clark	W. Va.	Radford Division	1	Hull	W. Va.	Thacker	5
Cleveland	W. Va.	Clinch Valley No. 2	4				
Coaldale	W. Va.	Pocahontas	3	Isager	W. Va.	Tug River	3
Coalwood	W. Va.	Tug River	3				
Colburn	W. Va.	Clinch Valley No. 2	4				
Coner	W. Va.	Thacker	5				
Cooper	W. Va.	Pocahontas	3	Jeanette	W. Va.	Pocahontas	3
Crum	W. Va.	Pocahontas	3	Jenkinjones	W. Va.	Pocahontas	3
Crumpler	W. Va.	Kenova	6	Jewell	W. Va.	Clinch Valley No. 1	3
		Pocahontas	3	Juno	W. Va.	Tug River	3
Davy	W. Va.	Tug River	3	Kermit	W. Va.	Kenova	6
Deagans	W. Va.	Tug River	3	Keystone	W. Va.	Pocahontas	3
Deblerton	W. Va.	Kenova	6	Kimball	W. Va.	Pocahontas	3
Delorme	W. Va.	Thacker	5	Kirk	W. Va.	Kenova	6
Devon	W. Va.	Thacker	5	Krag	W. Va.	Pocahontas	3
Doran	W. Va.	Clinch Valley No. 1	3	Krollis	W. Va.	Thacker	5
Drill	W. Va.	Clinch Valley No. 1	3	Kuro	W. Va.	Pocahontas	3
Drott	W. Va.	Pocahontas	3	Kyle	W. Va.	Pocahontas	3

## ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.

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STATIONS	DISTRICT	GROUP No.	STATIONS	DISTRICT	GROUP No.
Landgraff..... W. Va.	Pocahontas	3	Richlands..... W. Va.	Clinch Valley No. 1.....	3
Lark..... W. Va.	Clinch Valley No. 1.....	3	Rift..... W. Va.	Tug River.....	3
Lavoy..... W. Va.	Thacker	3	Ritter..... W. Va.	Tug River.....	3
Leckie..... W. Va.	Pocahontas	3	Robley..... W. Va.	Tug River.....	3
Leckerville..... Ky.	Thacker	5	Rock..... W. Va.	Pocahontas.....	3
Lenore..... W. Va.	Kenova	6	Roderfield..... W. Va.	Tug River.....	3
Lick Branch..... W. Va.	Pocahontas	3	Rose..... W. Va.	Thacker.....	3
Light..... W. Va.	Thacker	5	Roylan..... W. Va.	Clinch Valley No. 1.....	3
Lolita..... Ky.	Thacker	3	Ruth..... W. Va.	Pocahontas.....	3
Lomax..... W. Va.	Tug River.....	3			
Lubin..... Ky.	Thacker	3			
Lynn..... W. Va.	Thacker	5			
			St. Clair..... Va.	Clinch Valley No. 1.....	3
McCarr..... W. Va.	Thacker	5	St. Paul..... Va.	Clinch Valley No. 2.....	4
McComas..... W. Va.	Pocahontas	3	Saunders..... W. Va.	Thacker.....	3
McVeigh..... Ky.	Thacker	5	Seaboard..... Va.	Clinch Valley No. 1.....	5
Majestic..... Ky.	Thacker	5	Sharondale..... Ky.	Thacker.....	3
Maitland..... W. Va.	Pocahontas	3	Summons..... W. Va.	Pocahontas.....	3
Marion..... W. Va.	Tug River.....	3	Smokiness..... W. Va.	Thacker.....	5
Marion Mines..... W. Va.	Clinch Valley No. 2.....	4	Spring..... W. Va.	Pocahontas.....	3
Mary Helen..... W. Va.	Kenova	6	Springton..... W. Va.	Thacker.....	5
Marytown..... W. Va.	Tug River.....	3	Stone..... Ky.	Pocahontas.....	3
Matewan..... W. Va.	Thacker	5	Superior..... W. Va.	Pocahontas.....	3
Matoaka..... W. Va.	Pocahontas	3	Swanna..... W. Va.	Tug River.....	3
Maxwell..... Va.	Clinch Valley No. 1.....	3	Swords Creek..... Va.	Clinch Valley No. 1.....	3
Mayberry..... W. Va.	Pocahontas	3			
Mayo..... W. Va.	Thacker	5			
Merrimac..... W. Va.	Thacker	5	Tarcom..... Va.	Clinch Valley No. 2.....	4
Merrimac Mines..... W. Va.	Radford Division.....	1	Tarto..... Ky.	Thacker.....	5
Mill Branch..... W. Va.	Tug River.....	3	Taswell..... Va.	Clinch Valley No. 1.....	3
Mingo..... W. Va.	Kenova	6	Tekran..... W. Va.	Kenova.....	6
Mitchell Branch..... W. Va.	Thacker	5	Thacker..... W. Va.	Thacker.....	3
Mohawk..... W. Va.	Thacker	5	Thorne..... W. Va.	Pocahontas.....	3
Montcalm..... W. Va.	Pocahontas	3	Tip Top..... Va.	Clinch Valley No. 1.....	3
Montreal..... Ky.	Thacker	5	Toma Creek..... Ky.	Thacker.....	5
			Toms Creek..... Va.	Clinch Valley No. 2.....	4
Nampa..... Ky.	Thacker	5	Twin Branch..... W. Va.	Tug River.....	3
Naugatuck..... W. Va.	Kenova	6			
Newhall..... W. Va.	Pocahontas	3	Ude..... W. Va.	Thacker.....	5
Nolan..... W. Va.	Kenova	6			
North Fork..... W. Va.	Pocahontas	3			
Norton..... Va.	Clinch Valley No. 2.....	4	Venus..... W. Va.	Pocahontas.....	3
Norton & Northern Junction..... Va.	Clinch Valley No. 2.....	4	Veriot..... W. Va.	Thacker.....	5
Noves..... Va.	Pocahontas	3	Vico..... Va.	Clinch Valley No. 2.....	4
			Vicker..... Va.	Radford Division.....	1
Olivette..... Va.	Pocahontas	3	Vimy..... W. Va.	Thacker.....	5
Orinoco..... Ky.	Thacker	5	Virginia City..... Va.	Clinch Valley No. 2.....	4
Orkney..... W. Va.	Pocahontas	3	Vivian..... W. Va.	Pocahontas.....	3
O'Toole..... W. Va.	Pocahontas	3	Vulcan..... W. Va.	Thacker.....	5
Pageston..... W. Va.	Pocahontas	3	War..... W. Va.	Tug River.....	3
Panther..... W. Va.	Thacker	5	Ward's..... Va.	Clinch Valley No. 2.....	4
Parrott..... Va.	Radford Division.....	2	War Eagle..... W. Va.	Thacker.....	5
Peg..... Ky.	Thacker	5	Wayne..... W. Va.	Kenova.....	6
Pine..... Va.	Clinch Valley No. 2.....	4	Webb..... W. Va.	Pocahontas.....	3
Pinson..... Ky.	Thacker	5	Welch..... W. Va.	Pocahontas.....	3
Pisgah..... Va.	Clinch Valley No. 1.....	3	Wenonah..... W. Va.	Pocahontas.....	3
Pocahontas..... Va.	Pocahontas	3	Wyanoke..... W. Va.	Pocahontas.....	3
Pounding Mill..... Va.	Clinch Valley No. 1.....	3	Wharckiffe..... W. Va.	Thacker.....	5
Premier..... W. Va.	Tug River.....	3	Widmuth..... W. Va.	Pocahontas.....	3
Pritchard..... W. Va.	Kenova	6	Wilcox..... W. Va.	Pocahontas.....	3
Pulaski..... Va.	Radford Division.....	1	Williamson..... W. Va.	Thacker.....	5
Putnam..... Va.	Clinch Valley No. 1.....	3	Wilmore..... W. Va.	Tug River.....	3
			Wittens Mills..... Va.	Clinch Valley No. 1.....	3
Radnor..... W. Va.	Kenova	6	Wormack..... Va.	Clinch Valley No. 1.....	3
Ragland..... W. Va.	Kenova	6			
Ramsey..... Va.	Clinch Valley No. 2.....	4	Yantis..... W. Va.	Pocahontas.....	3
Raven..... Va.	Clinch Valley No. 1.....	3	Yardley..... Ky.	Thacker.....	5
Rawl..... W. Va.	Thacker	5	Yerba..... W. Va.	Tug River.....	3
Ream..... W. Va.	Pocahontas	3			
Red Ash..... Va.	Clinch Valley No. 1.....	3	Zeak..... Va.	Clinch Valley No. 2.....	4
Red Jacket..... W. Va.	Thacker	5	Zoar..... Va.	Clinch Valley No. 1.....	3

## RULES AND REGULATIONS

### MINIMUM WEIGHTS.

Cars load 50,000 pounds minimum, except when cars are loaded to their full visible capacity, only actual weight will be charged for. Freight charges will be assessed on weights ascertained at Norfolk and Western Railway regular weighing stations.

### STORAGE, DEMURRAGE AND TERMINAL CHARGES AND TRANSIT PRIVILEGES.

Shipments made at the rates named in this tariff are subject to such charges and entitled to such privileges as are provided for in this Railway's or Participating Carriers' tariffs, which are lawfully on file with the Interstate Commerce Commission as to Interstate shipments, and with State Commissions as to intrastate shipments, relating to

Terminal and Switching Charges,  
Drayage and Transfer Charges,  
Diversion and Reconsignment Charges or Privileges,  
Transit Privileges,

Storage, Car Service and Demurrage Charges,  
Equipment Charges and Allowances,  
Reweighing Charges and Privileges.

Property destined to points named herein beyond the tracks of the Norfolk and Western Railway is entitled to such privileges, and will be subject to such charges, as provided in the tariffs published and lawfully on file with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, of the carriers granting the privileges or performing the service.

There are no terminal, storage, car service or other charges, or any rules or regulations at the points of origin or destination shown in this tariff, which in anywise change, affect or determine any part of or the aggregate of the rates named herein, except as published and lawfully filed with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, by the carriers parties to this Tariff.

### RATES FROM AND TO INTERMEDIATE POINTS.

From any point of origin not named herein, but located directly between any two points of origin named on the scale of the initial carrier, the rate from the next more distant point will apply.

To any point of destination not named in this Tariff and Supplements thereto, which is located directly between two points of destination named herein on the scale of the delivering carrier, the rate to the next more distant point will apply. This rule will not apply in connection with the Louisville & Nashville R. R.

### ROUTING INSTRUCTIONS.

Routing when specified herein is that ordinarily and customarily to be used. If from any cause arising from the exigencies or errors of carriers, property is sent via other junction points or routes, but over the lines of carrier parties to this Tariff the through rates named herein will apply.

### LIMITS OF TIME FOR CLAIM AND SUIT.

Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed. **Provided:** That in case the claim on which suit is based was made in writing within six months, or nine months in case of export traffic, suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice.

### RIGHT TO SELL REFUSED OR UNCLAIMED PROPERTY.

Where property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it, fails to receive it within 10 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. **Provided:** That the carrier shall have first notified, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the tariff if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. **Provided:** That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

Where the procedure provided for in the preceding paragraph is not possible, it is agreed that nothing contained in said paragraph shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

The proceeds of any sale made under the two preceding paragraphs shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

**RULE PROVIDING FOR RESTORATION AND SUSPENSION OF RATES.  
RESTORATION OF RATES.**

**RATES TO ACROSS LAKE POINTS VIA ANN ARBOR R. R.**

In anticipation of opening of navigation of Ann Arbor Car Ferry Line restoration of rail and water rates contained in this Tariff and its effective supplements thereto which were in force on the date the rates were last suspended or which have subsequently been made effective, will be announced by supplement to this Tariff which will be filed with the Interstate Commerce Commission, be posted at stations from which the rates apply, and become effective not less than three days thereafter.

**SUSPENSION OF RATES.**

The rates in this Tariff and in supplements thereto for rail and water transportation to Menominee, Mich., and Marinette, Wis., via Ann Arbor R. R. are effective only during the season of the operation of Ann Arbor R. R. Car Ferry Line until December 1. From that date and until announcement by supplement to this Tariff of the date which wholly suspends rates for the season, shipments will be accepted under this Tariff only subject to the provision that in the event of such shipments being in excess of the available vessel capacity at time of arrival at port of trans-shipment or on arrival too late for forwarding by vessel, the same will be forwarded via all-rail route and be subject to the tariff rates via such all-rail route in effect on the date of shipment from the point of origin; shipping receipts, bills of lading and waybills must bear notation to this effect. The supplement announcing the close of navigation and the suspension of rail and water rates named in this Tariff and in its effective supplements will be filed with the Interstate Commerce Commission and will be posted at stations from which the rates apply not less than three days in advance of the date upon which the rates will be suspended from points of original shipment.

## ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY.

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STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.
Abbott.....Ind.	21	5	Alexandria.....Ohio.	43	40	Anderson.....Ohio.	13	94
Abbotsford.....Mich.	50	62	Alexia (A. A.).....Ohio.	10	12	Andres.....Ill.	20	51
Abington.....Ill.	19	10	Alexia (M. C.).....Ohio.	36	78	Andrews.....Ind.	24	20
Abie.....Ind.	64	16	Alexia (P. M.).....Ohio.	58	47	Angel.....Mich.	61	80
Abroma.....Mich.	41	67	Alexia (P. R. R.).....Ohio.	51	94	Angola.....Ind.	42	6
Academy.....Ind.	41	99	Alger.....Mich.	30	15	Angola (N. Y. C.).....N. Y.	40	7
Ackerman.....Ind.	60	32	Alger.....Ohio.	32	69	Angola (N. Y. C. & St. L.).....N. Y.	44	15
Ackers Point.....Mich.	20	34	Algonac.....Mich.	63	30	Anita.....Ind.	35	56
Ackerson Lake.....Mich.	23	29	Alhambra.....Ill.	47	46	Ankneytown.....Ohio.	11	31
Aene.....Mich.	61	70	Alida (B. & O.).....Ind.	11	85	Anna.....Ohio.	15	100
Aetna.....Ind.	23	51	Alida (C. I. & L.).....Ind.	19	16	Ann Arbor (A. A.).....Mich.	10	22
Ada.....Mich.	33	101	Alkali (F. P. & E.).....Ohio.	33	1	Ann Arbor (M. C.).....Mich.	37	11
Ada.....Ohio.	49	32	Alkali (F. P. & E.).....Ohio.	33	2	Annapere (A. A.).....Mich.	10	29
Adair.....Ill.	19	4	Allegan (M. C.).....Mich.	39	69	Annapere (P. M.).....Mich.	62	8
Adair.....Mich.	38	61	Allegan (N. Y. C.).....Mich.	41	68	Ansonia.....Ind.	53	41
Adams.....Ill.	42	99	Allegan (P. M.).....Mich.	60	105	Ansonia (C. C. C. & St. L.).....Ohio.	24	30
Adams (C. C. C. & St. L.).....Ind.	25	24	Allen.....Mich.	40	104	Ansania (C. N.).....Ohio.	22	106
Adams (C. I. & L.).....Ind.	20	23	Allenton.....Mich.	59	74	Anthony.....Ind.	53	32
Adamsboro.....Ind.	55	88	Allentown.....Ill.	56	50	Anthony.....Ind.	19	24
Addison.....Mich.	40	83	Allendale.....Ill.	26	77	Autism.....Mich.	58	14
Addison Junction (C. N.).....Mich.	23	25	Allen Junction.....Ohio.	63	42	Antwerp.....Ohio.	64	9
Addison Junction (N. Y. C.).....Mich.	40	82	Allenville.....Ill.	35	19	Apple Creek.....Ohio.	51	40
Addyston (B. & O.).....Ohio.	13	32	Alliance.....Ind.	27	40	Applegate.....Mich.	50	53
Addyston (C. C. C. & St. L.).....Ohio.	25	4	Allison.....Ind.	43	15	Aresdia (N. Y. C. & St. L.).....Ohio.	44	78
Adel.....Ind.	43	6	Allison Branch.....Ill.	13	3	Aresdia (N. Y. C. & St. L.).....Ohio.	45	27
Adelphi.....Ill.	54	95	Alma (A. A.).....Mich.	10	43	Aresdia Siding.....Mich.	10	76
Adrian (D. P. & L.).....Mich.	30	37	Alma (P. M.).....Mich.	62	73	Aresnum (C. C. C. & St. L.).....Ohio.	28	21
Adrian (N. Y. C.).....Mich.	40	96	Almon.....Mich.	59	76	Aresnum (D. & U.).....Ohio.	28	42
Adrian (T. & W.).....Mich.	63	67	Allyn.....Mich.	36	41	Archie.....Ill.	35	98
Adrian (Wab. Ry.).....Mich.	65	49	Alma.....Mich.	29	2	Archbold.....Ohio.	41	39
Adrian.....Ohio.	26	29	Alma (B. & O.).....Ohio.	15	60	Archibald (Ill. C.).....Ill.	35	36
Advance.....Ill.	65	82	Alma (P. R. R.).....Ohio.	32	41	Archibald (P. R. R.).....Ill.	56	23
Advance.....Ind.	16	66	Alpine.....Ill.	65	71	Arden.....Ind.	49	45
Aelia.....Ind.	65	29	Alpine.....Ind.	26	12	Arden Junction.....Mich.	57	104
Afton.....Mich.	39	49	Alpine.....Mich.	61	39	Argenta.....Mich.	41	64
Afton.....Ohio.	47	73	Altamont (B. & O.).....Ill.	14	50	Argo.....Ill.	17	98
Agnew.....Mich.	61	4	Altamont (P. R. R.).....Ill.	51	105	Argos (N. Y. C. & St. L.).....Ind.	44	111
Agostia.....Ohio.	24	11	Altamont.....Ind.	25	65	Argos (N. Y. C. & St. L.).....Ind.	46	2
Agricultural College.....Mich.	62	16	Altro.....Mich.	62	28	Argo.....Ind.	55	73
Ahern.....Ill.	20	76	Alton (C. C. C. & St. L.).....Ill.	24	100	Argo.....Ohio.	47	53
Ainsworth.....Ind.	36	62	Alton (C. P. & St. L.).....Ill.	21	74	Arlington.....Ind.	22	24
Akron.....Ind.	32	92	Alton.....Ohio.	32	25	Arlington (S. Y. C.).....Ohio.	43	87
Akron (D. P. C. & W.).....Mich.	29	45	Alvada.....Ill.	18	69	Arlington (N. O.).....Ohio.	48	71
Akron (P. M.).....Mich.	60	28	Alvin.....Ill.	18	22	Arlington Heights.....Ohio.	23	30
Akron (A. C. & Y.).....Ohio.	10	6	Alvordton (C. N.).....Ohio.	23	19	Armada.....Mich.	31	61
Akron (Erie R. R.).....Ohio.	32	3	Alvordton (T. & W.).....Ohio.	63	56	Armco.....Ohio.	36	87
Akron (P. R. R.).....Ohio.	51	30	Alvordton (Wab. Ry.).....Ohio.	65	43	Armington.....Ill.	56	45
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Akron Coal Mine No. 2.....Mich.	29	46	Amadora.....Ohio.	51	73	Armstrong (Wayne Co.).....Ohio.	10	110
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Ashabula Harbor (P. R. R.).....Ohio.....	50	40b	Badger.....Mich.	10	75	Bay View (P. R. R.).....Mich.	58	27
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Atlantic.....Pa.	31	84	Baldwin.....Ohio.....	66	44	Beaver Dam.....Ohio.....	45	34
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Auburn.....Mich.	39	3	Barberton (Erie R. R.).....Ohio.....	51	32	Beck Grove.....Ind.	25	53
Auburn Junction (B. & O.).....Ind.	11	72	Barberton (P. R. R.).....Ohio.....	18	78	Beck Ridge.....Ind.	19	98
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Auburn Junction (P. R. R.).....Ind.	35	70	Bargersville.....Ind.	22	39	Beck Ridge.....Ind.	21	29
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Brimfield	Ohio.	65	27	Buckner	Ill.	36	59	Cairo (D. T. & L.)	Ohio.	20	17
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Brink Haven	Ohio.	51	47	Bucyrus (N. Y. C.)	Ohio.	43	53	Calidwip	Ohio.	51	26
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Briabane (Wab. Ry.)	Ill.	65	74	Rudd	Ill.	42	100	Caledonia	Ind.	35	72
Briacoe	Ill.	65	75	Buena Vista	Mich.	38	108	Caledonia	Mich.	38	29
Bristol	Ind.	41	6	Buffalo (Erie R. R.)	N. Y.	31	35	Caledonia	N. Y.	31	25
Bristolville	Ohio.	50	40	Buffalo (N. Y. C.)	N. Y.	40	3	Caledonia (C. C. & St. L.)	Ohio.	24	8
Brittain	Ohio.	10	8	Buffalo (N. Y. C. & St. L.)	N. Y.	44	14	Caledonia (Erie R. R.)	Ohio.	32	20
Brittain (N. Y. C.)	Mich.	40	76	Buffington	Ind.	30	97	Calla	Ohio.	32	48
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Brook Sidgig	Ill.	20	79	Bunker Hill (N. Y. C. & St. L.)	Ind.	46	12	Calumet (Wab. R. R.)	Ind.	28	64
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Broton (N. Y. C. & St. L.)	N. Y.	44	21	Burbank	Ohio.	32	8	Cambridge	Ohio.	15	37
Brown	Mich.	61	52	Burbank Spur	Ohio.	65	86	Cambridge (B. & O.)	Ind.	11	4
Brokaw	Ill.	45	94	Burdick	Ind.	41	20	Cambridge (P. R. R.)	Ohio.	51	25
Brunson	Ind.	27	90	Burghill	Ohio.	31	90	Cambridge City (C. C. & St. L.)	Ind.	26	18
Brunson	Mich.	40	108	Burgoon (N. Y. C. & St. L.)	Ohio.	45	24	Cambridge City (N. Y. C. & St. L.)	Ind.	46	50
Brook	Ind.	18	101	Burgoon (P. R. R.)	Ind.	50	71	Cambridge City (P. R. R.)	Ind.	52	99
Brookdale	Ill.	25	50	Burke	Ind.	4	108	Cambridge Spring	Pa.	31	70
Brookfield	Ill.	25	50	Burlington	Ill.	14	24	Camby	Ind.	55	80
Brooklyn	Ind.	35	92	Burlington	Mich.	37	95	Camden	Ind.	55	38
Brooklyn	Mich.	12	28	Burnett	Ind.	24	61	Camden	Ohio.	54	4
Brooklyn	Ohio.	12	54	Burnetts	Ohio.	12	4	Cameron (B. C. G. & A.)	Mich.	16	47
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Carpenter	Mich.	38	79	Centerville	Ind.	52	97	Chesterton	Mich.	50	80
Carpenter	Ind.	30	13	Centerville	Ill.	56	78	Cheriot	Ohio	17	39
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Cleveland (N. Y. C. & St. L.).....	Ohio.....	41 55	Collins.....	Mich.....	62 33	Copley.....	Ohio.....	10 1
Cleveland (P. R. R.).....	Ohio.....	50 50	Collins.....	Ohio.....	40 49	Cora.....	Mich.....	62 47
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Curren Ill.	21	53	Decatur Mich.	37	34	Detmold (D. & T. S. L.) Mich.	29	37
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Forest (C. C. & St. L.)..... Ind.	24	62	Franklin (Wab. Ry.)..... Ohio.	65	44	Garden City..... Ind.	42	69
Forest (N. Y. C. & St. L.)..... Ind.	46	111	Franklin..... Pa.	31	79	Garden City..... Mich.	60	80
Forest (B. & O.)..... Ohio.	11	39	Franklin Furnace..... Ohio.	48	10	Gardendale..... Mich.	56	77
Forest (C. C. & St. L.)..... Ohio.	26	35	Franklin Square..... Ohio.	32	52	Garden Lake (Lodi Sta- tion)..... Ohio.	55	88
Forest (P. R. R.)..... Ohio.	49	28	Frankton..... Ind.	53	96	Garfield..... Ind.	55	49
Forest City..... Ind.	42	79	Fraser..... Mich.	34	64	Garfield..... Mich.	38	52
Forest Hill (B. & O.)..... Ill.	11	102	Fraser..... Ohio.	29	85	Garfield..... Ohio.	49	3
Forest Hill..... Mich.	10	45	Fraserburg..... Ohio.	52	12	Garnes..... Ill.	22	58
Forest Hill..... Ohio.	10	9	Frederic..... Mich.	39	25	Garrett..... Ill.	22	67
Forestville..... N. Y.	31	10	Frederick..... Ill.	18	103	Garrett..... Ind.	11	74
Forestville..... Ohio.	21	52	Frederickburg..... Ohio.	51	41	Garrettsville..... Ohio.	31	107
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Forrest..... Ill.	63	17	Free..... Ind.	55	102	Gary (B. & O.)..... Ind.	11	96
Forryth (N. Y. C. & St. L.)	40	77	Freedom..... Mich.	39	43	Gary (C. I. B. & S. B.)..... Ind.	20	41
L..... N. Y.	44	25	Freedom..... Ohio.	31	117	Gary (E. J. & E.)..... Ind.	30	99
Fort Ancient..... Ohio.	52	55	Freehold..... Mich.	68	99	Gary (I. H. B.)..... Ind.	35	92
Fort Benjamin Harrison..... Ind.	24	47	Freehold Park..... Ill.	18	23	Gary (M. C.)..... Ind.	37	53
Fort Jefferson..... Ohio.	22	102	Freemans..... Ohio.	50	3	Gary (N. Y. C.)..... Ind.	41	25
Fort Jennings..... Ohio.	46	80	Freeport..... Mich.	62	27	Gary (P. R. R.)..... Ind.	49	69
Fort Recovery..... Ohio.	45	44	Freeport..... Mich.	59	40	Gary (Wab. Ry.)..... Ind.	65	30
Fort Riter..... Ind.	13	24	Freeport..... Ind.	21	41	Gas City..... Ind.	53	16
Fortuna..... Mich.	80	35	Freeport..... Ill.	25	95	Gasson Siding..... Mich.	10	67
Fortville..... Ind.	24	44	Freeport..... Mich.	61	29	Gaston..... Ind.	17	63
Fort Wayne (N. Y. C.)..... Ind.	41	98	Freeport (N. Y. C.)..... Ohio.	40	53	Gaylord (B. C. G. & A.)..... Mich.	16	48
Fort Wayne (N. Y. C. & St. L.)	44	99	Freeport (N. Y. C. & St. L.)			Gaylord (M. C.)..... Mich.	39	29
Fort Wayne (N. Y. C. & St. L.)	46	27	Freeport (W. & L. E.)..... Ohio.	45	21	Gays..... Ill.	24	75
Fort Wayne (P. R. R.)..... Ind.	49	44	French Landing..... Mich.	65	9	Genaga Lake..... Ohio.	31	103
Fort Wayne (P. R. R.)..... Ind.	57	18	French Landing..... Mich.	65	57	Geddes..... Mich.	37	10
Fort Wayne (Wab. Ry.)..... Ind.	64	13	French Landing..... Ohio.	66	46	Geddes..... Mich.	30	22
Foster..... Ind.	27	85	Frickton..... Ind.	13	5	Geff..... Ill.	14	58
Foster..... Mich.	17	15	Friendswood..... Ind.	55	90	Gem..... Mich.	52	108
Foster (N. Y. C.)..... Ky.	34	5	Friendswood..... Ky.	10	100	Gem..... Mich.	52	108
Foster (P. R. R.)..... Ohio.	48	26	Friendship..... Ohio.	14	11	Gem..... Ind.	67	12
Foster (P. R. R.)..... Ohio.	32	60	Fruit..... Ill.	47	48	Geneva (N. C. & St. L.)..... Ohio.	44	46
Fosteria..... Mich.	58	97	Fruit..... Ohio.	29	79	Geneva (N. Y. C.)..... Ohio.	40	32
Fosteria (B. & O.)..... Ohio.	11	56	Fruitdale..... Mich.	61	112	Geneva..... Pa.	31	82
Fosteria (H. V.)..... Ohio.	34	100	Fuller..... Mich.	63	65	Gennetta..... Ohio.	48	9
Fosteria (N. Y. C.)..... Ohio.	43	62	Fullerton..... Ky.	17	76	Gennetta..... Ohio.	40	56
Fountain..... Ind.	64	44	Fulton..... Ind.	17	76	George..... Ohio.	48	16
Fountain..... Mich.	59	39	Fultonham..... Ohio.	43	47	Georgeville..... Ohio.	23	79
Fountaintown..... Ind.	22	27	Funk..... Ill.	54	7	Georgetown..... Ill.	22	8
Four-Mile Lake..... Mich.	37	14	Funkhouser..... Ill.	54	106	Georgetown..... Ohio.	13	20
Fowler..... Ind.	25	70	Furman..... Ill.	12	85	Gephara..... Ohio.	15	22
Fowler..... Mich.	23	95	Furnessville..... Ind.	37	48	Gera..... Mich.	59	48
Fowlerton (C. & O.)..... Ind.	17	64	Gadon..... Ind.	16	62	Gerald..... Ohio.	30	26
Fowlerton (P. R. R.)..... Ind.	53	28	Gagetown..... Mich.	63	17	Germantown..... Ind.	52	98
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Fox's..... Ind.	27	32	Gaines (B. & O.)..... Mich.	11	59	Gerron..... Ohio.	47	77
Frances..... Ind.	35	34	Gales (N. Y. C.)..... Ohio.	43	92	Gettysburg..... Ohio.	52	10
Francisco..... Mich.	37	16	Gales..... Ohio.	51	27	Geyers..... Ohio.	30	10
Francisville..... Ind.	19	28	Galesburg..... Mich.	37	20	Ghormley..... Ohio.	29	82
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Frankfort (E. J. & E.)..... Ill.	30	93	Gallion (C. C. & St. L.)..... Ohio.	23	98	Gibson (N. Y. C.)..... Ind.	42	105
Frankfort (M. C.)..... Ill.	37	70	Gallion (Erie R. R.)..... Ohio.	32	18	Gibson..... Ohio.	11	2
Frankfort (C. I. & L.)..... Ind.	19	43	Galliver..... Mich.	59	5	Gibsonburg..... Ohio.	50	74
Frankfort (N. Y. C. & St. L.)	45	65	Galloways..... Ohio.	23	80	Gibson City (N. Y. C. & St. L.)..... Ill.	45	67
Frankfort (N. Y. C. & St. L.)	46	114	Gallaudet..... Ind.	25	62	Gibson City (Wab. Ry.)..... Ill.	65	65
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Gillespie..... Ill.	24	92	Grammar..... Ind.	21	46	Green Springs (N. Y. C. & St.		
Gilsum..... Ill.	27	79	Grand Beach..... Mich.	37	46	L..... Ohio.	44	73
Gilman (Ill. C.)..... Ill.	35	6	Grand Blaine..... Mich.	58	77	Greentown..... Ind.	46	106
Gilman (T. P. & W.)..... Ill.	63	73	Grand Chain..... Ill.	26	105	Greentop..... Ill.	54	100
Gilmour..... Ind.	21	6	Grand Crossing (C. C. C. &			Greentop..... Ky.	16	95
Gilmore..... Ill.	14	51	St. L.)..... Ill.	25	88	Greenville..... Ill.	55	7
Ginger Hill..... Ind.	42	66	Grand Crossing (N. Y. C.)..... Ill.	41	31	Greenville (G. T.)..... Mich.	34	27
Gings..... Ind.	54	19	Grand Crossing (P. R. R.)..... Ill.	49	77	Greenville (P. M.)..... Mich.	62	44
Ginsard (B. & O.)..... Ohio.	11	113	Grand Haven (G. T.)..... Mich.	33	110	Greenville (C. N.)..... Ohio.	22	103
Ginsard (Erie R. R.)..... Ohio.	31	96	Grand Haven (P. M.)..... Mich.	61	6	Greenville (D. & U.)..... Ohio.	28	45
Ginsard (P. R. R.)..... Ohio.	50	35	Grand Junction (M. C.)..... Mich.	38	9	Greenville (P. R. R.)..... Ohio.	62	91
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Glen Cliff..... Ind.	18	85	Grand Rapids (N. Y. C.)..... Mich.	41	78	L..... Ohio.	23	94
Glen Dale..... Ohio.	15	74	Grand Rapids (P. M.)..... Mich.	62	30	Greenwich (N. O.)..... Ohio.	48	59
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Glenzie..... Mich.	29	18	Granville..... Ohio.	43	30	Griffith..... Ohio.	25	5
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Glenwood..... Ind.	22	21	Grass Creek..... Ind.	55	72	Grinnell..... Ill.	42	86
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Glenwood..... Ohio.	56	84	Grass Lake..... Mich.	37	17	Gris..... N. Y.	31	18
Globe..... Ill.	53	65	Grassmere..... Mich.	60	40	Grise Lake..... Mich.	36	86
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Goodale..... Mich.	33	5	Gravel Pit..... Ohio.	47	79	Guilford..... Ind.	25	14
Goodenow..... Ill.	18	7	Gray..... Mich.	61	72	Guion (C. I. & W.)..... Ind.	22	44
Goodfield..... Ill.	45	90	Grayling (M. & N. E.)..... Mich.	39	69	Guion (P. R. R.)..... Ind.	55	54
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Gooding..... Mich.	34	35	Graylock..... Mich.	62	66	Gurney..... Ill.	14	26
Goodman..... Mich.	38	72	Grays Branch..... Ky.	16	96	Gustin..... Mich.	28	88
Goodland (C. A. & S.)..... Ind.	18	75	Grayson..... Ohio.	25	28	Guthrie..... Ind.	19	107
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Goodrich..... Ill.	42	93	Grayville..... Ill.	26	83	Guyssville..... Ohio.	14	9
Goodwin..... Ohio.	44	90	Greenbush..... Mich.	28	89	Gwynneville..... Ind.	22	25
Gordon..... Ill.	35	100	Green Camp..... Ohio.	32	22	Gypsum..... Ohio.	40	67
Gordon..... Ohio.	28	41	Greencastle (C. C. C. & St.					
Gordons..... Ill.	35	75	L.)..... Ind.	24	54			
Goreville..... Ill.	18	46	Greencastle (C. I. & L.)..... Ind.	20	15			
Goshen (C. C. C. & St. L.)..... Ind.	27	14	Greencastle (P. R. R.)..... Ind.	54	75			
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Gosport (C. I. & L.)..... Ind.	20	21	Greendale..... Ind.	25	12			
Gosport (P. R. R.)..... Ind.	55	99	Greenfield..... Ind.	82	106			
Gosport..... Ill.	26	90	Greenfield..... Mich.	58	58			
Gowanda..... N. Y.	31	45	Greenfield (B. & O.)..... Ohio.	13	89			
Grabbil..... Ind.	65	40	Greenfield (D. T. & I.)..... Ohio.	29	81	Haakwood..... Mich.	39	34
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Grainston..... Mich.	51	96	Greenland..... Mich.	28	50	Haganman..... Ill.	21	62
Granton (B. & O.)..... Ohio.	12	31	Green Oak..... Mich.	62	4	Hagerstown..... Ohio.	56	99
Granton (C. C. C. & St.			Green River..... Mich.	39	86	Hagenbaugh..... Ohio.	52	81
L.)..... Ohio.	23	69	Greensburg..... Ind.	25	23	Hagerstown (C. C. C. & St.		
			Greens Fork..... Ind.	53	105	L.)..... Ind.	26	19

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Hamburg (A. A.).....Mich.	10	26	Harrison.....Ind.	24	33	Heglers (D. T. & J.).....Ohio	29	87
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Hamburg.....Ohio	31	38	Harrisville.....Ohio	32	70	Helena.....Mich.	60	3
Hamden.....Ohio	13	102	Harrodsburg.....Ind.	19	108	Helena.....Ohio	50	73
Hamersville.....Ohio	22	4	Hart.....Mich.	61	23	Helmer.....Ind.	65	5
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Hamlet (B. & O.).....Ohio	11	63	Hartland.....Ohio	66	3	Hemlock.....Ind.	53	91
Hamlet (D. T. & L.).....Ind.	42	70	Hartman.....Ohio	64	23	Hemlock.....Mich.	62	67
Hamlet (N. Y. C.).....Ind.	42	70	Hartman.....Mich.	27	3	Hempstead.....Ohio	56	79
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Hammond (F. R. R.).....Ind.	32	113	Hartsburg.....Ohio	44	87	Hercules.....Ill.	35	80
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Hammond (N. Y. C. & St. L.).....Ind.	45	11	Harvel.....Ill.	64	84	Herrford.....Ky.	16	88
Hammond (P. R. R.).....Ind.	49	83	Harvel.....Ill.	64	84	Herrmann.....Ind.	41	73
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Hand.....Mich.	65	50	Haskells (G. T.).....Ind.	33	59	Herrington.....Mich.	57	56
Handy (N. Y. C.).....Ind.	43	11	Haskins.....Ohio	16	7	Hershey.....Mich.	59	19
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Handy (D. & M.).....Mich.	28	86	Hastings (C. K. & S.).....Mich.	20	36	Hervy City (P. R. R.).....Ill.	66	82
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Harbor Beach.....Mich.	60	4	Hayden.....Ohio	52	75	Highland.....Ohio	13	86
Harbor Bridge.....Pa.	32	62	Haydenville.....Ohio	34	85	Highlands (Erie R. R.).....Ind.	32	111
Harbor Creek (N. Y. C.).....Pa.	40	22	Hayes.....Ill.	35	30	Highlands (N. Y. C.).....Ind.	42	107
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Harbor Springs.....Pa.	58	30	Hayes Siding.....Mich.	27	6	Hildreth.....Ill.	35	99
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Hitchcock..... Mich.	30	79	Hoytville..... Ohio.	11	61	Indianapolis (F. R. R.).. Mich.	52	111
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Hobart (E. J. & E.)..... Ind.	30	87	Hubbards..... Ill.	14	60	Indian River..... Mich.	39	36
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Hobart (P. R. R.)..... Ind.	49	67	Huber (Hancock Co.)..... Ohio.	26	32	Industrial Home..... Mich.	30	38
Hobbs..... Ind.	57	89	Hudgens..... Ill.	18	43	Industry (N. Y. C. & St. L.)..... Ind.	46	43
Hofs Siding..... Mich.	38	68	Hudson (C. N.)..... Mich.	23	22	Industry (P. R. R.)..... Ind.	53	33
Hogan..... Mich.	42	18	Hudson (N. Y. C.)..... Mich.	40	99	Ingalis..... Ind.	24	43
Holder..... Ill.	45	93	Hudson..... Ohio.	51	27	Inghams..... Ohio.	14	3
Holgate (B. & O.)..... Ohio.	11	64	Hudsonville..... Mich.	60	101	Ingotmar..... Ohio.	22	93
Holgate (N. Y. C. & St. L.)..... Ohio.	46	70	Huegly..... Ill.	39	75	Inkster..... Mich.	37	2
Holland..... Mich.	60	96	Huey..... Ill.	12	95	Interlochen (M. & N. E.).. Mich.	36	39
Holland..... Ohio.	41	34	Hughes..... Mich.	62	59	Interlochen (P. M.)..... Mich.	67	71
Holiday..... Ill.	14	47	Hughes..... Ohio.	23	46	Inwood..... Ind.	49	55
Holloway..... Mich.	65	50	Hugo (N. Y. C. & St. L.).. Ind.	46	28	Iola..... Ill.	14	53
Hollowell..... Ind.	22	51	Hugo (Wab. Ry.)..... Ind.	64	14	Ionia (G. T.)..... Mich.	83	98
Holly (G. T.)..... Mich.	33	83	Hulington..... Ohio.	21	103	Ionia (P. M.)..... Mich.	62	36
Holly (P. M.)..... Mich.	58	75	Hull Prairie..... Ohio.	16	8	Ipsaw..... Ind.	18	108
Holmes..... Mich.	57	110	Humboldt..... Ill.	35	37	Ira..... Ohio.	12	64
Holmesville..... Ohio.	51	42	Humboldt..... Ohio.	29	78	Irons..... Mich.	61	59
Holt..... Mich.	38	39	Hume (C. I. & W.)..... Ill.	22	60	Ironton..... Ind.	13	15
Holt..... Ind.	13	37	Hume (K. & S.)..... Ill.	35	102	Ironton..... Ohio.	48	8
Holt..... Mich.	61	26	Hume..... Ohio.	45	36	Iroquois..... Ill.	25	76
Romer..... Ind.	54	21	Hunrick (C. M. & St. P.).. Ill.	20	56	Irtling..... Ill.	24	87
Romer (M. C.)..... Mich.	37	92	Hunrick (N. Y. C. & St. L.).. Ill.	47	11	Irving..... Mich.	38	27
Romer (N. Y. C.)..... Mich.	41	86	Hungerford..... Mich.	61	34	Irving (N. Y. C.)..... N. Y.	40	9
Romer..... Ill.	64	38	Hunt..... Ohio.	11	28	Irving (N. Y. C. & St. L.)..... N. Y.	44	16
Romer..... Ohio.	11	106	Hunter..... Ind.	28	1	Irvington (C. I. & W.).. Ind.	22	31
Romestead..... Mich.	10	85	Hunters..... Ind.	20	25	Irvington (P. R. R.).. Ind.	52	110
Romewood..... Ill.	33	48	Hunter's Creek..... Mich.	38	7	Irvine..... Ohio.	23	66
Romewood..... Ohio.	63	98	Huntertown (N. Y. C.).. Ind.	41	100	Isabel..... Ill.	56	17
Romeworth..... Ohio.	50	32	Huntertown (P. R. R.).. Ind.	57	20	Island Lake..... Mich.	62	6
Roney Bend..... Ill.	64	86	Huntington (Erie R. R.).. Ind.	32	87	Isaac..... Mich.	10	43
Roney Creek..... Ind.	53	100	Huntington (Wab. Ry.).. Ind.	64	16	Iuka..... Ill.	12	102
Ronor..... Mich.	36	44	Huntington..... Ohio.	48	45	Ivanhoe..... Ind.	30	162
Roosters..... Ohio.	34	79	Huntsville..... Ohio.	26	44	Ivanhoe..... Ohio.	56	54
Rooper..... Ill.	20	72	Hurd..... Ill.	21	51	Ivredale..... Ill.	64	67
Rooper..... Mich.	39	65	Hurlburg..... Ind.	32	106	Ivor..... Ky.	17	17
Roopston (C. & E. L.)..... Ill.	18	25	Huron..... Ind.	13	18	Ivorydale (B. & O.)..... Ohio.	13	66
Roopston (N. Y. C. & St. L.)..... Ill.	45	79	Huron (N. Y. C.)..... Ohio.	40	63	Ivorydale (N. & W.)..... Ohio.	47	97
Rooster..... Ind.	21	19	Huron (W. & L. E.)..... Mich.	29	14			
Roover..... Ind.	55	87	Husley..... Ill.	45	81			
Roover..... Ohio.	51	7	Hutchinson..... Mich.	38	96			
Roovers..... Ind.	17	73	Husonsville..... Ill.	26	65	Jackson..... Ill.	13	2
Rope..... Ind.	23	34	Hyatta..... Ind.	13	7	Jackson (C. N.)..... Mich.	23	30
Rope..... Ohio.	14	1	Hyatts..... Ohio.	34	88	Jackson (G. T.)..... Mich.	34	40
Top Hollow..... Ill.	21	73	Hyde Park..... Ill.	25	92	Jackson (M. C.)..... Mich.	37	20
Hopkins..... Mich.	41	70	Hyde Park..... Ohio.	47	86	Jackson (N. Y. C.)..... Mich.	42	22
Hopkins Road..... Mich.	59	75	Hymers..... Ind.	21	9	Jackson (B. & O.)..... Ohio.	15	39
Horace..... Ind.	27	53	Hynds..... Ind.	55	66	Jackson (D. T. & I.)..... Ohio.	29	67
Horace..... Ohio.	36	15	H. Y. Lower..... Ind.	17	92	Jackson Centre..... Ohio.	30	9
Horatio..... Ohio.	53	1				Jacksons..... Ind.	46	19
Hornor..... Mich.	60	87	Ida..... Mich.	42	57	Jamestown..... Ind.	27	109
Hornby..... Ill.	24	91	Idaville..... Ind.	53	76	Jamestown..... N. Y.	31	58
Horton..... Ind.	19	48	Ideswild..... Mich.	59	23	Jamestown..... Ohio.	15	55
Horton..... Mich.	42	15	Ideswild..... Ohio.	47	89	Jasper..... Mich.	42	35
Horton..... Ohio.	43	80	Ierna..... Ind.	21	23	Jasper Mills..... Ohio.	15	14
Housman..... Mich.	53	6	Iliot..... Ind.	44	77	Jasnoville..... Ind.	21	15
Houston..... Ohio.	21	26	Inlay City (G. T.)..... Mich.	33	8	Jasper..... Ohio.	51	83
Howard..... Ohio.	51	49	Inlay City (P. O. & N.).. Mich.	62	8	Jays..... Ohio.	28	44
Howard City (P. M.)..... Mich.	62	48	Ina..... Ill.	16	37	Jeddo..... Mich.	59	80
Howard City (P. R. R.).. Mich.	57	73	Indiana Girls School..... Ind.	27	114	Jefferson..... Ind.	46	115
Howe..... Ind.	57	31	Indiana Harbor (B. & O.).. Ind.	11	97	Jeffersonville (B. & O.).. Ind.	14	91
Howell (A. J.)..... Mich.	10	30	Indiana Harbor (E. J. & E.).. Ind.	30	111	Jeffersonville (P. R. R.).. Ind.	54	52
						Jeffersonville..... Ohio.	29	80
						Jenena..... Ohio.	48	72

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Jemison	Mich.	60	102	Kegonsa	Mich.	58	28	Kingman	Ind.	18	92
Jennings Spur	Mich.	57	95	Keithsburg (M. & St. L.)	Ill.	30	72	Kingman	Ohio	30	67
Jerome (N. Y. C.)	N. Y.	40	86	Kell	Ill.	18	32	Kingsbury (G. T.)	Ind.	33	56
Jerome (N. Y. C.)	N. Y.	42	24	Keller	Ind.	21	3	Kingsbury (Wab. Ry.)	Ind.	65	22
Jeromeville	Ohio	36	12	Kelley	Ill.	18	45	King's Creek	Ohio	32	33
Jerseyville	Ill.	21	67	Kellogg	Ill.	39	90	King's Crossing	Ill.	47	80
Jessie	Ill.	35	101	Kellogg	Mich.	39	68	Kingsland (Rise R. R.)	Ind.	32	24
Jessup	Ind.	55	59	Kellys	Mich.	41	76	Kingsland (N. Y. C. & St. L.)	Ind.	46	32
Jewett	Ohio	64	2	Kenney	Ohio	06	36	Kingsland	Mich.	41	94
Jewett	Ill.	54	101	Kemp	Ill.	56	21	Kingsley	Mich.	57	112
Johannesburg	Mich.	39	47	Kemp	Ohio	32	73	King's Mill	Mich.	63	10
Johannott	Ill.	20	62	Kemp	Mich.	60	32	King's Mills	Ohio	52	59
Johnson	Mich.	64	13	Kempton	Ind.	45	61	Kingsville (N. Y. C.)	Mich.	63	15
Johnson's	Ind.	61	80	Kendall	Mich.	38	4	Kingsville (N. Y. C. & St. L.)	Ohio	48	34
Johnsonville	Ind.	64	51	Kendallville (N. Y. C.)	Ind.	41	48	Kingsville	Ohio	40	29
Johnsonville	Ill.	18	41	Kendallville (P. R. R.)	Ind.	57	25	Kirk	Ind.	44	43
Johustown	Ohio	43	41	Kenmore	Ohio	32	2	Kirk	Ohio	44	43
Joliet (A. T. & S. F.)	Ill.	10	105	Kenmore	Ohio	32	32	Kirkway	Ohio	66	10
Joliet (C. & A.)	Ill.	17	104	Kenner	N. Y.	31	56	Kirman	Ind.	18	67
Joliet (C. R. I. & P.)	Ill.	30	96	Kennedy Heights	Ohio	56	58	Kirney	Mich.	67	55
Joliet (E. J. & E.)	Ill.	37	73	Kenner	Ill.	12	106	Kinnickinnick	Mich.	60	26
Joliet (M. C.)	Ill.	16	00	Kenneth	Ind.	53	73	Kipton	Ohio	40	47
Jolietville	Mich.	37	105	Kenny	Ill.	50	39	Kirby	Ind.	25	62
Jones	Ind.	17	65	Kenny	W. Va.	48	2	Kirby	Ohio	49	27
Jonesboro (C. & O.)	Ind.	27	34	Kenova	Ind.	26	80	Kirk	Mich.	61	8
Jonesboro (C. C. & St. L.)	Ind.	27	34	Kensington (C. C. C. & St. L.)	Ill.	26	80	Kirklin	Ind.	19	45
Jones City	Ohio	35	110	Kensington (C. L. S. & S. B.)	Ill.	20	47	Kirkpatrick	Ky.	16	104
Jonestown	Ohio	46	84	Kensington (M. C.)	Ill.	37	50	Kirkville	Ind.	15	87
Jonesville	Ind.	54	40	Kent (B. & O.)	Ohio	12	10	Kirkwood	Ohio	15	107
Jonesville	Mich.	40	103	Kent (Erie R. R.)	Ohio	31	120	Kishmans	Ohio	44	65
Joppa	Mich.	37	110	Kent (W. & L. E.)	Ohio	66	26	Kitchell	Ind.	17	51
Jordan River	Mich.	39	37	Kentland (N. Y. C.)	Mich.	61	82	Kitchener	Ohio	56	74
Judson	Ill.	20	81	Kentland (P. R. R.)	Ind.	53	84	Kittling Lake	Mich.	41	3
Judy Siding	Ind.	18	72	Kenton (C. C. C. & St. L.)	Ind.	53	84	Knights	Ill.	64	75
Julian	Ind.	22	30	Kentonia (C. C. C. & St. L.)	Ohio	26	39	Knights (C. C. C. & St. L.)	Ind.	27	44
Juliet	Ill.	14	78	Kentonia (Erie R. R.)	Ohio	32	66	Knights (P. R. R.)	Ind.	52	104
Junction	Ohio	43	33	Kenton (N. Y. C.)	Ohio	43	83	Knightsville	Ind.	54	79
Junction City (N. Y. C.)	Ohio	51	67	Kents	Ind.	18	70	Knipers	Mich.	61	92
Junction City (P. R. R.)	Ohio	36	98	Kern	Ind.	27	96	Knorr Lake	Mich.	40	84
Junction Yard (M. C.)	Mich.	42	52	Kerry	Ind.	19	92	Knowles	Ill.	20	60
Junction Yards (N. Y. C.)	Mich.	50	51	Kersey	Mich.	29	8	Knox (N. Y. C.)	Ind.	42	71
Justus	Ohio	12	45	Kerton	Mich.	28	25	Knox (N. Y. C. & St. L.)	Ind.	44	115
Justus (B. & O.)	Ohio	66	39	Kessler	Mich.	36	72	Knordale	Ohio	64	8
Justus (W. & L. E.)	Ohio	66	39	Kewick	Ind.	19	110	Kokomo (N. Y. C. & St. L.)	Ind.	46	16
Kalamazoo (C. K. & S.)	Mich.	30	26	Kewlums	Ind.	17	77	Kokomo (N. Y. C. & St. L.)	Ind.	46	108
Kalamazoo (G. T.)	Mich.	33	40	Kewanna (P. R. R.)	Ind.	55	31	Kokomo (P. R. R.)	Mich.	63	59
Kalamazoo (M. C.)	Mich.	37	31	Kewanna (proper) (A. A.)	Wis.	10	90	Korth	Ill.	18	14
Kalamazoo (N. Y. C.)	Mich.	41	62	Kewanna (beyond) (A. A.)	Wis.	10	90	Kouts (Erie R. R.)	Ind.	32	104
Kalamazoo (P. R. R.)	Mich.	57	40	Kewanna (beyond) (P. M.)	Wis.	59	35	Kouts (P. R. R.)	Ind.	52	54
Kaleva (M. & N. E.)	Mich.	36	39	Kewanna (beyond) (P. M.)	Wis.	59	35	Krumroy	Ohio	12	72
Kaleva (P. M.)	Mich.	51	64	Keys	Ill.	22	85	Kulmbach	Ohio	59	47
Kalkaska	Mich.	58	9	Keystone	Ind.	46	35	Kumle	Mich.	65	42
Kalida	Ohio	35	113	Keystone	Mich.	59	3	Kurtis	Ind.	21	40
Kanitz	Mich.	61	10	Keystone	Ohio	15	38	Kyles	Ohio	28	46
Kankakee (C. C. C. & St. L.)	Ill.	25	81	Kibbiss	Ind.	18	84	La Carne	Ohio	40	60
Kankakee (N. Y. C.)	Ill.	42	57	Kickapoo	Mich.	62	84	Ladonia	Mich.	29	8
Kankakee	Ind.	45	110	Kidd	Ind.	18	84	Ladonia	Mich.	38	10
Kankakee	Ill.	24	71	Kidron	Ohio	51	38	La Crosse (C. A. & S.)	Ind.	18	61
Kansas (C. C. C. & St. L.)	Ill.	35	168	Kieferville	Ohio	44	85	La Crosse (C. & O.)	Ind.	17	94
Kansas	Ohio	45	25	Kile	Ohio	45	11	La Crosse (C. I. & L.)	Ind.	19	21
Karlin	Mich.	36	37	Killbuck	Mich.	59	67	La Crosse (P. R. R.)	Ind.	52	52
Karnak	Ill.	26	104	Kimball (B. & O.)	Ohio	11	46	La Crosse (P. M.)	Ind.	60	42
Karnes	Ill.	64	59	Kimball (N. Y. C. & St. L.)	Ohio	44	70	Ladonia (C. I.)	Ind.	16	66
Karman	Ind.	47	47	Kimmel	Ind.	11	77	Ladonia (C. I. & L.)	Ind.	20	17
Kawkaulin	Mich.	39	8	Kinde	Mich.	51	76	Lafayette (C. C. C. & St. L.)	Ind.	25	56
Kealey	Mich.	32	39	Kinderhook	Ohio	47	30				
Keelana	Mich.	57	105	Kingsman	Ill.	47	30				
Keenaburg	Ill.	26	81								
Keosauqua	Ind.	64	29								

## ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY—Continued.

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Lafayette (C. I. & L.)	Ind.	19 85	Lapland	Ind.	16 09	Lenawee Junction	Mich.	40 03
La Fayette (N. Y. C. & St. L.)	Ind.	45 68	La Porte (N. Y. C.)	Ind.	41 16	Leangville	Mich.	28 86
Lafayette (Wab. Ry.)	Ind.	04 37	La Porte (N. Y. C. & St. L.)	Ind.	45 107	Lennon	Mich.	53 111
Lafayette	Ohio	49 33	La Porte (P. M.)	Ind.	60 48	Lenox	Ind.	19 33
La Fontaine	Ind.	27 31	La Roque	Mich.	28 65	Lenore	Ohio	35 61
Lagoda (C. C. C. & St. L.)	Ohio	23 62	La Rue	Ohio	24 12	Leon	Ohio	35 115
Lagoda (D. T. & L.)	Ohio	29 95	Lawell	Ind.	49 48	Leonard	Ill.	63 72
La Grange	Ind.	57 29	La Salle (M. C.)	Mich.	36 80	Leonard	Mich.	63 6
La Grange	Ohio	23 90	La Salle (N. Y. C.)	Mich.	42 40	Leonardburg	Ohio	23 105
La Gro	Ind.	64 21	La Salle	N. Y.	31 33	Leoni	Mich.	37 18
La Hogue	Ill.	63 74	Latcha	Ohio	50 78	Leomitha	Mich.	37 118
Lalingsburg	Mich.	39 54	Latta	Ind.	21 16	Lerna	Ill.	47 26
Lake	Mich.	59 13	Latty (C. N.)	Ohio	23 8	Le Roy	Ind.	53 57
Lake Harold	Mich.	39 54	Latty (N. Y. C. & St. L.)	Ohio	44 92	Leroy	Mich.	67 56
Lake	Mich.	59 13	Laughlin	Ohio	49 99	Le Roy	N. Y.	31 23
Lake Allyn	Ohio	21 98	Laura	Ind.	19 92	Leslie	Ill.	27 61
Lake Ann	Mich.	36 46	Laura	Ohio	28 23	Leslie	Mich.	38 96
Lake Bruce	Ind.	17 78	Lauré	Ind.	26 11	Leslie	Ill.	13 101
Lake Cicott	Ind.	58 74	Lawdole	Mich.	58 98	Le Sourdville	Ohio	16 35
Lake City	Ill.	56 30	Lawrence	Ind.	24 48	Lester	Ohio	12 25
Lake City	Mich.	57 96	Lawrence	Mich.	61 108	Letta	Ind.	27 64
Lake Cora	Mich.	61 107	Lawrence	Ohio	49 11	Leverett	Ill.	35 13
Lake George	Mich.	10 51	Lawrenceburg (B. & O.)	Ind.	13 48	Levering	Mich.	38 96
Lake Harbor	Mich.	61 12	Lawrenceburg (C. C. C. & St. L.)	Ind.	25 11	Levings	Ill.	21 13
Lakeland (A. A.)	Mich.	10 27	Lawrenceburg Junction	Ind.	25 10	Lewis (Vigo Co.)	Ind.	21 13
Lakeland (G. T.)	Mich.	34 48	Lawrenceville (B. & O.)	Ill.	13 1	Lewis	Ohio	44 10
Lake Odessa	Mich.	62 24	Lawrenceville (C. C. C. & St. L.)	Ill.	20 72	Lewisburg	Ohio	22 58
Lakeland	Mich.	60 58	Law	Ill.	20 72	Lewis Center (C. C. & St. L.)	Ohio	24 3
Lakeland Park	Ohio	43 36	Law	Ohio	47 66	Lewis Center (P. R. R.)	Ohio	34 3
Laketon (Erie R. R.)	Ind.	32 90	Law's Siding	Ohio	49 51	Lewis Creek	Ind.	34 36
Laketon (P. R. R.)	Ind.	55 81	Law's Switch	Ill.	18 13	Lewiston	Ind.	19 40
Lake View	Ill.	24 102	Lawton	Ind.	17 79	Lewiston	Mich.	30 48
Lakeview	N. Y.	40 5	Lawton (M. C.)	Mich.	37 33	Lewistown	Ill.	18 100
Lake View	Ohio	43 109	Lawton (P. M.)	Mich.	61 105	Lewistown	Ohio	42 107
Lake Village	Ind.	43 2	Lawtons	N. Y.	31 43	Lewisville	Ind.	52 102
Lakeville (P. R. R.)	Ind.	55 22	Layton	Ind.	27 96	Lewington	Ind.	14 83
Lakeville (Wab. Ry.)	Ind.	65 18	Leaton	Mich.	59 3	Lexington	Ohio	11 35
Lakeville	Ohio	49 18	Leavittsburg (B. & O.)	Ohio	12 3	Liberty	Ill.	49 86
Lakeville	Ill.	14 45	Leavittsburg (Erie R. R.)	Ohio	31 93	Liberty	Ind.	22 16
Lakewood	Mich.	61 16	Lebanon	Ill.	12 88	Liberty Centre	Ind.	46 95
Lakewood (P. R. R.)	Mich.	36 38	Lebanon (C. C. C. & St. L.)	Ind.	25 58	Liberty Centre	Ohio	63 97
Lakewood	N. Y.	31 59	Lebanon (C. I.)	Ind.	16 64	Liberty Mills	Ind.	55 78
Lamar	Mich.	60 104	Lebanon (P. R. R.)	Ind.	55 64	Liberty View	Ind.	17 85
Lambert	Ill.	17 100	Lebanon	Ohio	56 71	Liggett	Mich.	64 89
Lambert	Ind.	25 36	Lebanon Junction	Ohio	15 62	Liggett	Mich.	60 73
Lambertville	Mich.	30 58	Lee	Ind.	26 94	Liggett	Ind.	41 31
Lambeth	Ohio	56 82	Lee	Ind.	19 78	Lilly	Mich.	61 54
Lamba	Mich.	59 70	Lee	Ind.	19 78	Lilly Chapel	Ill.	27 65
Lampsons	Mich.	61 102	Lee	Mich.	60 89	Lilly Chapel	Ohio	23 78
Lancaster	N. Y.	31 13	Leelanau	Mich.	36 78	Lima (B. & O.)	Ohio	15 104
Lancaster (H. V.)	Ohio	34 80	Leesburg	Ohio	27 19	Lima (P. T. & L.)	Ohio	30 15
Lancaster (P. R. R.)	Ohio	51 71	Leesburg	Ohio	13 87	Lima (Erie R. R.)	Ohio	32 72
Landick	Ohio	46 82	Leetonia (Erie R. R.)	Ohio	32 51	Lima (N. Y. C. & St. L.)	Ohio	45 35
Landow	Ind.	46 90	Leetonia (P. R. R.)	Ohio	49 1	Lima (P. R. R.)	Ohio	49 34
Landgraf	Ohio	43 61	Leesville	Mich.	58 11	Lima	Ohio	50 11
Lang	Ohio	29 23	Le Grande	Mich.	29 15	Lime City	Ohio	43 101
Langham	Ill.	25 102	Lehigh	Ind.	42 92	Limestone (C. I. & L.)	Ind.	23 16
Langston	Ill.	33 43	Lehigh	Ind.	13 29	Limestone (P. R. R.)	Ind.	54 74
Langston (G. T.)	Mich.	35 26	Leipsic (B. & O.)	Ohio	13 108	Limerick	Mich.	61 77
Langston (M. C.)	Mich.	38 40	Leipsic (D. T. & L.)	Ohio	30 20	Lime Rock	N. Y.	31 24
Langston (N. Y. C.)	Mich.	41 97	Leipsic (N. Y. C. & St. L.)	Ohio	44 83	Limestone	Ohio	66 12
Langston (P. R. R.)	Mich.	62 17	Leipsic Junction	Ohio	15 109	Linsville	Ky.	16 98
La Otto (P. R. R.)	Ind.	55 72	Leiters	Ind.	32 96	Linsville	Ind.	65 87
La Otto (P. R. R.)	Ind.	57 21	Leish	Ohio	56 72	Linsville	Mich.	28 89
La Par	Ind.	11 84	Leish	Ohio	43 56	Lincoln Lake	Mich.	34 23
La Paz Junction (B. & O.)	Ind.	11 83	Leish	Mich.	36 34	Linden (C. I. & L.)	Ind.	40 9
La Paz Junction (P. R. R.)	Ind.	55 23	Leish	Ill.	10 102	Linden (N. Y. C. & St. L.)	Ind.	47 3
Lapeer (G. T.)	Mich.	33 10	Leish	Ill.	17 101	Linden	Mich.	33 85
Lapeer (M. C.)	Mich.	38 78	Leish	Mich.	34 105	Linden Heights	Ohio	51 86
Lapeer	Ind.	16 55	Lena	Ind.	24 56	Litchey	Ohio	40 54
La Place	Ill.	22 73	Lena Park	Ind.	17 81	Litchville	Mich.	62 19

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Linsburg	Ind.	23	107	Lowville (C. & O.)	Ind.	17	59	Maintree	Mich.	29	52	
Linton	Ind.	22	72	Loxaville (C. C. C. & St. L.)	Ind.	28	12	Melrose	Mich.	28	74	
Liston (M. & St. P.)	Ind.	21	20	Lox.	Ind.	28	12	McKays	Ohio.	30	66	
Liston (Ill. C.)	Ind.	35	68	Lotzville	Ind.	33	63	McKen	Ill.	30	92	
Litwin	Ind.	27	38	Lotzville	Pa.	21	64	McKinley	Ill.	30	92	
Livewood (D. & M.)	Mich.	28	39	Loudsville	Ohio.	49	7	McMahon	Ohio.	18	47	
Livewood (M. C.)	Mich.	39	9	Louis	Ill.	14	55	Maloney	Ohio.	51	64	
Livewood	Ohio.	32	69	Louisa	N. Y.	17	35	McMoran	Ohio.	43	108	
Liveworth	Ohio.	26	47	Louisville	Ohio.	49	8	McPherson's Bldg.	Mich.	10	65	
Lippincott	Ill.	35	17	Loveland (B. & O.)	Ohio.	13	76	McVay's	Ohio.	47	37	
Lippy	Ill.	35	17	Loveland (P. R. R.)	Ohio.	32	61	Mabel	Ohio.	47	13	
Lisbon	Ill.	35	87	Lovell	Ohio.	34	97	Mackinaw	Ohio.	20	14	
Lisbon	Ind.	57	24	Lovett	Ill.	56	28	Mackinaw	Ill.	57	48	
Lisbon	Ohio.	32	56	Lovejoy	Ind.	19	67	Mackinaw City (Proper)	(M. C.)	Mich.	30	43
Lisle	Mich.	29	11	Lowell (G. T.)	Mich.	53	100	Mackinaw City (Beyond)	(M. C.)	Mich.	30	43
Litchfield (C. C. C. & St. L.)	Ill.	24	90	Lowell (P. M.)	Mich.	69	98	Mackinaw City (Proper)	(F. R. R.)	Mich.	58	48
Litchfield (Wab. Ry.)	Ill.	64	87	Loxa	Ill.	24	78	Mackinaw City (Beyond)	(F. R. R.)	Mich.	58	48
Litchfield	Mich.	41	85	Lucas	Mich.	49	21	Mackinaw City (Beyond)	(F. R. R.)	Mich.	58	48
Litchfield	Ohio.	48	32	Lucas	Ohio.	49	17	Mackinaw City (Beyond)	(F. R. R.)	Mich.	58	48
Little Hocking	Ohio	31	14	Lucerna	Ind.	55	33	Mackinaw City (Beyond)	(F. R. R.)	Mich.	58	48
Little Valley	Ind.	37	61	Luckey	Ohio.	43	67	Mackinaw City (Beyond)	(F. R. R.)	Mich.	58	48
Liverpool (M. C.)	Ind.	49	68	Ludington	Mich.	50	30	Macon	Ind.	54	69	
Liverpool (P. R. R.)	Ind.	49	68	Ludlow	Ill.	35	12	Macon	Ind.	46	7	
Livingston	Ill.	24	104	Ludlow Falls	Ohio.	28	24	Maders	Ohio.	13	72	
Livingston	Mich.	60	62	Luhng	Mich.	10	15	Madison (C. C. C. & St. L.)	Ill.	24	107	
Liston	Ind.	27	108	Lum	Mich.	63	9	Madison (C. F. & St. L.)	Ill.	21	81	
Lloyd	Ill.	21	55	Lunbeck	Ohio.	48	31	Madison (N. Y. C. & St. L.)	Ill.	47	33	
Loami	Ind.	18	77	Lunda	Mich.	43	78	Madison	Ind.	54	54	
Lockhart	Ohio.	48	41	Lupton	Mich.	28	73	Madison	Mich.	30	33	
Lockbourne	Ohio.	11	33	Luray	Ind.	47	86	Madison (N. Y. C.)	Ohio.	40	34	
Lock Haven	Ill.	21	71	Lydyck (M. C.)	Ind.	41	12	Madison Mills	Ohio.	15	11	
Lookland (B. & O.)	Ohio.	18	70	Lydyck (N. Y. C.)	Ind.	41	12	Madisonville (B. & O.)	Ohio.	13	71	
Lookland (C. C. C. & St. L.)	Ohio.	13	70	Lykens	Ohio.	48	63	Madisonville (P. R. R.)	Ohio.	54	16	
Lookport (C. & A.)	Ill.	17	103	Lynchburg	Ohio.	14	93	Magee (P. M.)	Ind.	70	47	
Lookport	N. Y.	40	17	Lyndon	Ohio.	13	90	Mages (Wab. Ry.)	Ind.	66	28	
Looksville	Ohio.	34	77	Lynn (C. C. C. & St. L.)	Ind.	29	15	Maggie	Ind.	32	83	
Lookwood	Ohio.	50	42	Lynn (P. R. R.)	Ind.	51	4	Magnolia	Ohio.	50	48	
Loss	Ill.	10	11	Lynn	Ind.	53	106	Mahalaerville	Ind.	28	46	
Lodi (B. & O.)	Ohio.	65	87	Lyons	Mich.	92	35	Mahomet	Ill.	31	108	
Lodi (W. & L. E.)	Ohio.	65	87	Lyons	Ohio.	63	80	Mahoning	Ohio.	29	97	
Logan	Ind.	19	106	Lyonsville	Ind.	23	18	Maidland (E. & L.)	Ohio.	29	97	
Logan (Hocking Co.)	Ohio.	34	84	Lytle	Ohio.	66	76	Maidland (F. R. R.)	Ohio.	29	96	
Logansport (P. R. R.)	Ind.	43	42					Maiden	Ind.	17	96	
Logansport (Wab. Ry.)	Ind.	64	30	McBain	Mich.	10	57	Mainta (D. T. & L.)	Ohio.	30	60	
Lola	Mich.	28	39	McBride	Mich.	62	70	Mainta (N. Y. C. & St. L.)	Ohio.	46	30	
London	Ohio.	25	49	McClure	Ohio.	46	66	Mallet Creek	Ohio.	48	26	
London (C. C. C. & St. L.)	Ohio.	23	77	McClure's	Mich.	34	11	Mallet Park	Ohio.	10	100	
London (P. R. R.)	Ohio.	52	27	McClusky	Ill.	21	98	Mally	Mich.	58	22	
Long Cliff	Ind.	55	35	McComb	Ohio.	18	17	Maltby's	Mich.	28	71	
Long Creek	Ill.	22	75	McComb (B. & O.)	Ohio.	18	17	Malters	Ohio.	80	27	
Long Lake	Mich.	28	39	McComb (N. Y. C. & St. L.)	Ohio.	44	80	Mancelona	Mich.	42	15	
Longley	Ohio.	26	4					Manchester	Mich.	42	15	
Long Point	Mich.	39	38	McCool (B. & O.)	Ind.	11	93	Manchester	Mich.	42	15	
Long's	Ohio.	32	53	McCool (E. J. & E.)	Ind.	30	86	M. & O. Tr.	Ill.	20	83	
Longview	Ohio.	23	35	McCords	Mich.	62	79	Manhattan (C. M. & C.)	Ill.	68	73	
Longville	Ohio.	24	10	McCordville	Ill.	22	61	Manhattan Transfer	Ill.	30	84	
Longwood	Ind.	29	23	McCown	Ind.	35	22	Mantle	Ill.	34	22	
Logosote	Mich.	28	39	McCoy	Ind.	19	77	Manitowish (M. & N. E.)	Mich.	17	94	
Louis	Mich.	50	9	McCoyburg	Ind.	43	58	Manitowish (Proper)	Mich.	17	94	
Lorain (B. & O.)	Ohio.	12	33	McCutchenville	Ohio.	47	87	Manitowish (Proper)	(A. A.)	Mich.	10	95
Lorain (L. A. & S.)	Ohio.	36	23	McDermott	Ohio.	47	87	Manitowish (Beyond)	(A. A.)	Mich.	10	95
Lorain (L. & W. V.)	Ohio.	36	9	McDonald	Mich.	36	65	Manitowish (Beyond)	(A. A.)	Mich.	10	95
Lorain (N. Y. C. & St. L.)	Ohio.	44	63	McGe	Ind.	19	93	Manitowish (Beyond)	(A. A.)	Mich.	10	95
Lorainville (B. & O.)	Ohio.	42	5	McGee	Ind.	22	11	Manitowish (Beyond)	(A. A.)	Mich.	10	95
Lorainville (P. R. R.)	Ohio.	50	49	McGee	Mich.	50	80	Manitowish (Beyond)	(A. A.)	Mich.	10	95
Lore City	Ohio.	11	3	McGrawville	Mich.	55	87	Manitowish (Beyond)	(A. A.)	Mich.	10	95
Lore City	Ohio.	11	3	McGregor	Mich.	50	80	Manitowish (Beyond)	(A. A.)	Mich.	10	95
Lore City	Ohio.	11	3	McGregor	Mich.	50	80	Manitowish (Beyond)	(A. A.)	Mich.	10	95

## ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY—Continued

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STATION			Page No.	Index No.	STATION			Page No.	Index No.	STATION			Page No.	Index No.
Midland	Ind.	21	17	Mineral	Ohio.	14	4	Montpelier	Ohio.	65	1			
Midland (M. C.)	Mich.	39	7	Mineral City	Ohio.	12	82	Montrose	Ill.	34	103			
Midland (P. M.)	Mich.	38	101	Mineral Point	Ohio.	50	24	Montrose	Mich.	34	103			
Midland	Pa.	19	88	Mineral Ridge	Ohio.	32	43	Moody	Mich.	61	45			
Midland City	Ill.	56	40	Mineral Springs	Ohio.	47	96	Moore	Mich.	61	45			
Midland City	Ohio.	13	82	Miner Lake	Mich.	35	37	Moore	Ind.	56	60			
Midlothian	Ill.	21	83	Mines	Ohio.	50	29	Moore	Mich.	16	41			
Midvale	Ohio.	12	51	Mines (F. B. R.)	Ohio.	60	50	Moorefield	Ind.	22	20			
Midway	Ohio.	64	103	Mines (W. & L. E.)	Ohio.	32	31	Moorefield	Ohio.	22	20			
Mier	Ind.	53	33	Mingo	Ohio.	52	16	Moorehead	Pa.	40	21			
Mies	Mich.	28	87	Mingo Junction	Ohio.	52	16	Moorehead	Mich.	41	17			
Milan	Ind.	13	42	Minier	Ill.	56	47	Moorehead	Mich.	41	17			
Milan (A. A.)	Mich.	10	19	Minister	Ohio.	45	41	Moorepark	Ind.	13	43			
Milan (Wab. Ry.)	Mich.	65	52	Mira	Ill.	64	61	Mooreville	Ohio.	23	36			
Milan	Ohio.	66	5	Mishawaka (G. T.)	Ind.	41	10	Mooreville	Ind.	58	91			
Miles Avenue	Ohio.	69	19	Mishawaka (N. Y. C.)	Ind.	38	51	Mooreville	Pa.	44	31			
Millford	Ill.	18	21	Mishawaka	Ohio.	96	30	Mooreville	Mich.	34	36			
Millford	Ind.	27	17	Mislar	Ill.	42	101	Moraine	Ohio.	23	32			
Millford	Mich.	58	71	Miswaukee Junction	Mich.	57	91	Moran	Ind.	53	43			
Millford	Ohio.	52	65	Mitchell (C. C. C. & St. L.)	Ill.	24	103	Moran	Ohio.	53	43			
Millford Center (C. C. C. & St. L.)	Ohio.	23	67	Mitchell (Wab. Ry.)	Ill.	64	95	Moran	Ind.	41	7			
Millford Centre (P. R. I.)	Ohio.	52	78	Mitchell	Ind.	13	21	Moravia	Mich.	42	37			
Millford Junction (B. & O.)	Ind.	11	80	Mitchell (D. B. C. & W.)	Ky.	29	47	Moravia (N. Y. C.)	Mich.	42	37			
Millford Junction (C. C. C. & St. L.)	Ind.	27	16	Mitchell (P. M.)	Mich.	61	75	Moravia (T. & W.)	Mich.	63	82			
Millbrook	Mich.	62	35	Mitsa	Ohio.	23	12	Morgan	Mich.	38	24			
Millbury	Ohio.	40	57	Mitsa	Ill.	14	40	Morgantown (C. C. C. & St. L.)	Ind.	25	45			
Mill Creek	Ind.	33	54	Modest	Ill.	47	32	Morgantown (Ill. C.)	Ind.	25	45			
Millersburg	Ohio.	15	51	Modest	Ind.	28	13	Morley	Mich.	37	24			
Miller (Lake Co.) (B. & O.)	Ind.	11	95	Modest	Mich.	62	82	Moro	Ill.	24	94			
Miller (C. L. S. & S. B.)	Ind.	20	40	Modest	Ohio.	19	11	Moro	Ind.	18	90			
Miller (Lake Co.)	Ind.	41	24	Modest	Mich.	62	28	Moro	Ind.	43	5			
Millers	Mich.	31	69	Modest	Ill.	28	3	Moro	Ohio.	34	94			
Millers	Pa.	41	82	Modest	Ind.	28	3	Moro	Mich.	33	21			
Millersburg (N. Y. C.)	Ind.	41	82	Modest	Mich.	57	48	Moro	Ind.	25	19			
Millersburg (Wab. Ry.)	Ind.	65	12	Modest</										

## ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY—Continued.

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STATION	Page No.	Index No.	STATION	Page No.	Index No.	STATION	Page No.	Index No.
Mt. Perry..... Ind.	35	33	Navarre..... Ohio.	66	37	New Paris (C. C. C. & St. L.)..... Ind.	27	15
Mt. Perry..... Ohio.	44	4	Neapolis..... Ind.	63	95	New Paris (Wab. Ry.)..... Ind.	65	14
Mt. Pleasant (A. A.)..... Mich.	59	4	Nebraska..... Ind.	13	36	New Paris..... Ohio.	52	94
Mt. Sterling..... Ohio.	15	9	Needham..... Ind.	25	39	New Philadelphia (B. & O.)..... Ohio.	12	50
Mt. Summit..... Ind.	40	47	Neesley..... Mich.	39	64	New Philadelphia (P. R. R.)..... Ohio.	50	20
Mt. Vernon..... Ill.	18	34	Neilson..... Ill.	18	43	New Point..... Ind.	25	21
Mt. Vernon (B. & O.)..... Ohio.	11	29	Neilson..... Ill.	20	71	Newport..... Ky.	17	33
Mt. Vernon (P. R. R.)..... Ohio.	51	51	Negosa..... Mich.	35	36	Newport (D. & T. S. L.)..... Mich.	29	27
Mt. Victory..... Ohio.	24	1	Nescon City..... Ind.	53	92	Newport (M. C.)..... Mich.	36	84
Mt. Washington..... Ohio.	35	26	Nevada..... Ohio.	49	25	Newport (N. Y. C.)..... Mich.	42	43
Mount Zion (P. R. R.)..... Ill.	56	33	Nevins..... Ill.	56	12	New Richmond..... Ind.	47	4
Mewystown..... Ohio.	47	98	Newark..... Mich.	58	76	New Richmond..... Ky.	47	21
Magg..... Ind.	28	4	New Albany (B. & O.)..... Ind.	14	90	New Richmond..... Mich.	60	94
Maar..... Mich.	33	97	New Albany (P. R. R.)..... Ohio.	11	17	New Riegel..... Ohio.	43	60
Malberry..... Ind.	45	66	Newark (B. & O.)..... Ohio.	52	8	New Rose (C. L.)..... Ind.	16	67
Malberry Grove..... Ill.	35	5	Newark (P. R. R.)..... Mich.	61	48	New Rose (C. C. C. & St. L.)..... Ind.	27	108
Mud Lake..... Mich.	62	21	Newaygo..... Mich.	63	26	New Salem (Fairfield Co.)..... Ohio.	44	1
Mulhous..... Ill.	27	89	New Baltimore..... Mich.	63	26	Newton..... Ill.	32	86
Muncie (C. & O.)..... Ind.	17	62	New Bavaria..... Ohio.	46	71	Newton..... Ohio.	36	80
Muncie (C. C. C. & St. L.)..... Ind.	24	38	New Beaton..... Ohio.	48	14	Newton Falls..... Ohio.	12	6
Muncie (C. L.)..... Ind.	16	49	New Bremen..... Ohio.	48	15	Newtown..... Ohio.	47	82
Muncie (N. Y. C. & St. L.)..... Ind.	43	51	New Buffalo (M. C.)..... Mich.	37	45	New Trenton..... Ind.	26	5
Muncie (P. R. R.)..... Ind.	53	34	New Buffalo (P. M.)..... Mich.	60	56	Newtown..... Ind.	44	116
Munroe..... Mich.	38	86	Newburg (Eric R. R.)..... Ohio.	31	113	New Vienna..... Ohio.	13	86
Munroe Falls..... Ohio.	12	72	Newburg (Hamilton Co.) (N. & W.)..... Ohio.	47	85	New Washington (N. O.)..... Ohio.	48	63
Muscon..... Mich.	65	45	Newburgh (W. & L. E.)..... Ohio.	66	18	New Washington (P. R. R.)..... Ohio.	60	62
Munster..... Ill.	19	60	Newburg Branch (Newburgh)..... Ohio.	12	56	New Waverly..... Ohio.	44	28
Mutana..... Ohio.	46	78	Newburg Branch (Newburgh)..... Ill.	29	97	New Weston..... Ohio.	22	108
Murdock..... Ill.	22	63	New Canaan..... Ind.	41	14	New Winchester..... Ohio.	43	52
Murdock..... Ohio.	16	104	New Carlisle..... Ind.	41	14	Ney..... Ohio.	23	13
Murphy..... Mich.	34	39	New Carlisle..... Ohio.	28	31	Niagara Falls..... N. Y.	31	32
Muskegon (G. T.)..... Mich.	61	14	New Castle (C. C. C. & St. L.)..... Ind.	28	9	Nickel..... Ind.	45	3
Muskegon (P. R. R.)..... Mich.	37	63	New Castle (N. Y. C. & St. L.)..... Ind.	46	48	Nichols..... Mich.	33	33
Muskegon Heights (P. R. R.)..... Mich.	61	13	New Castle (P. R. R.)..... Ind.	53	102	Niles (C. C. C. & St. L.)..... Mich.	27	8
Muskegon Heights (P. R. R.)..... Mich.	57	62	New Castle (P. R. R.)..... Pa.	50	54	Niles (B. & O.)..... Ohio.	11	114
Muskegon..... Mich.	44	11	New Castle (P. R. R.)..... Pa.	50	54	Niles (Erie R. R.)..... Ohio.	31	95
Muskegon..... Ohio.	44	11	New Concord..... Ohio.	11	6	Niles (P. R. R.)..... Ohio.	50	37
Muskegon..... Ohio.	13	93	New Douglas..... Ill.	47	45	Noble..... N. Y.	31	62
Myers Junction..... Mich.	58	59	New Dover..... Ohio.	23	70	Noble..... Ill.	12	109
Myersville..... Ohio.	12	74	New Era..... Mich.	41	102	Noble..... Ohio.	40	40
Myraning..... Mich.	57	99	New Era..... Mich.	61	20	Noblesville (N. Y. C. & St. L.)..... Ind.	16	57
Nabbs..... Ind.	14	54	New Gibson..... Ind.	20	93	Noblesville (N. Y. C. & St. L.)..... Ind.	46	23
Nameoki (C. C. C. & St. L.)..... Ill.	24	105	New Haven (N. Y. C. & St. L.)..... Ind.	44	98	Nokomis..... Ill.	24	85
Nameoki (Wab. Ry.)..... Ill.	64	96	New Haven (Wab. Ry.)..... Ind.	64	12	Norling..... Ill.	39	73
Nankin..... Ohio.	32	11	New Haven..... Mich.	34	67	Nora..... Ind.	19	51
Nankin..... Ohio.	27	30	New Haven..... Ohio.	11	41	Normal..... Ky.	10	86
Napane..... Ind.	11	81	New Holland..... Ohio.	51	79	Normal..... Ind.	21	30
Napier..... Mich.	60	68	New Hope..... Mich.	34	52	Norrie City (C. C. C. & St. L.)..... Ill.	14	67
Napoleon..... Mich.	42	21	New Jasper..... Ohio.	15	56	Norrie City (C. C. C. & St. L.)..... Ill.	26	80
Napoleon (D. T. & L.)..... Ohio.	30	25	New Kirk..... Ohio.	17	46	North Adams..... Mich.	42	23
Napoleon (Wab. Ry.)..... Ohio.	63	98	New Lebanon..... Ind.	19	90	North Auburn..... Ohio.	48	62
Nario..... Ohio.	44	75	New Lebanon..... Ind.	35	74	North Baltimore (B. & O.)..... Ohio.	11	60
Nashport..... Ohio.	11	13	New Lexington (N. Y. C.)..... Ohio.	43	34	North Bay City..... Mich.	28	64
Nashus..... Pa.	32	61	New Lexington (P. R. R.)..... Ohio.	51	66	North Bend (B. & O.)..... Ohio.	13	51
Nashville..... Ill.	39	76	New Lenox..... Ill.	21	87	North Bend (C. C. C. & St. L.)..... Ohio.	25	6
Nashville..... Mich.	38	23	New Lisbon..... Ind.	46	49	North Berne..... Ohio.	51	70
National Military Home (Montgomery Co.)..... Ohio.	15	65	New London (C. C. C. & St. L.)..... Ohio.	23	93	Northingham..... Mich.	36	71
National Road..... Ohio.	28	38	New London (N. O.)..... Ohio.	46	58	North Bradley..... Mich.	38	104
National Stock Yards (C. C. & St. L.)..... Ill.	34	108	New Lyme..... Ohio.	50	44	North Branch..... Mich.	63	11
National Stock Yards (P. R. R.)..... Ill.	55	19	New Madison..... Ohio.	52	93	North Broadway (C. C. C. & St. L.)..... Ohio.	24	6
National Stock Yards (Wab. Ry.)..... Ill.	64	100	Newman..... Ind.	55	31	North Broadway (P. R. R.)..... Ohio.	50	80
			New Market..... Ohio.	47	101	North Canton..... Ohio.	12	76
			New Marshallfield..... Ohio.	14	5			
			New Palestine..... Ind.	22	29			

STATION	A	B	STATION	A	B	STATION	A	B
North Collins (N. Y.)	31	42	Oak Glen	33	60	Quincy (P. R. R.)	17	10
North Creek	46	73	Oak Grove	30	31	Quincy (W. & L. E.)	66	51
North Detroit	28	65	Oak Harbor (N. Y. C.)	40	71	O'Neill	38	68
North Dover	44	107	Oak Hill	15	35	Quincy	38	18
North East (N. Y. C. & H.)	40	59	Oak Hill	15	35	Quincy	38	18
L.	44	29	Oakland (N. Y. C. & H.)	15	35	Quincy	38	18
North Eaton	23	58	Oakland (P. R. R.)	15	35	Quincy	38	18
North Elmira	18	44	Oakland	15	35	Quincy	38	18
North Knoxville	16	37	Oakland	15	35	Quincy	38	18
North Leavittsburg	22	70	Oakley	15	35	Quincy	38	18
North Lima	28	77	Oakley	15	35	Quincy	38	18
North Lorain	40	58	Oakley	15	35	Quincy	38	18
North Grand Rapids (P.)			Oak Point	15	35	Quincy	38	18
M.	61	37	Oak Point	15	35	Quincy	38	18
North Grand Rapids (P. R. H.)	67	54	Oak Point	15	35	Quincy	38	18
North Grove	33	38	Oak Point	15	35	Quincy	38	18
North Industry	12	78	Oak Point	15	35	Quincy	38	18
North Jackson	10	49	Oak Point	15	35	Quincy	38	18
North Judon (C. & O.)	17	82	Oak Point	15	35	Quincy	38	18
North Judon (Erie R. R.)	32	101	Oak Point	15	35	Quincy	38	18
North Judon (N. Y. C.)	42	73	Oak Point	15	35	Quincy	38	18
North Judon (P. R. R.)	52	49	Oak Point	15	35	Quincy	38	18
North Knoxville	48	4	Oak Point	15	35	Quincy	38	18
North Lansing	42	15	Oak Point	15	35	Quincy	38	18
North Leavittsburg	32	30	Oak Point	15	35	Quincy	38	18
North Liberty (N. Y. C.)	42	67	Oak Point	15	35	Quincy	38	18
North Liberty (Wab. Ry.)	55	20	Oak Point	15	35	Quincy	38	18
North Madison (P. R. R.)	54	65	Oak Point	15	35	Quincy	38	18
North Manchester (C. C.)	57	25	Oak Point	15	35	Quincy	38	18
C. & M. L.	57	25	Oak Point	15	35	Quincy	38	18
North Manchester (P. R. R.)	57	25	Oak Point	15	35	Quincy	38	18
North Mount	33	38	Oak Point	15	35	Quincy	38	18
Northport	33	38	Oak Point	15	35	Quincy	38	18
North Randall	33	38	Oak Point	15	35	Quincy	38	18
North Salem	33	38	Oak Point	15	35	Quincy	38	18
Northville (Communitarian)	33	38	Oak Point	15	35	Quincy	38	18
Northville	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
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North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
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North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
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North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point	15	35	Quincy	38	18
North Tawas	33	38	Oak Point</					

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Oxford (P. O. & N.) Mich.	62	4	Pearl Beach	60	28	Pickerington	61	11
Oxford	22	18	Pawnee	59	61	Pickerington	61	12
			Pawnee	59	61	Pickerington	61	13
Packard (D. T. & I.) Mich.	30	33	Pawnee	59	70	Pickerington	61	14
Packard (N. Y. C.) Mich.	41	36	Paw'siding	59	61	Pickerington	61	15
Packard (P. M.) Mich.	61	111	Pawnee	59	106	Pickerington	61	16
Packard	44	106	Pawnee	59	106	Pickerington	61	17
Palma	45	92	Pawnee	59	106	Pickerington	61	18
Palma	45	92	Pawnee	59	106	Pickerington	61	19
Palma	45	92	Pawnee	59	106	Pickerington	61	20
Palma	45	92	Pawnee	59	106	Pickerington	61	21
Palma	45	92	Pawnee	59	106	Pickerington	61	22
Palma	45	92	Pawnee	59	106	Pickerington	61	23
Palma	45	92	Pawnee	59	106	Pickerington	61	24
Palma	45	92	Pawnee	59	106	Pickerington	61	25
Palma	45	92	Pawnee	59	106	Pickerington	61	26
Palma	45	92	Pawnee	59	106	Pickerington	61	27
Palma	45	92	Pawnee	59	106	Pickerington	61	28
Palma	45	92	Pawnee	59	106	Pickerington	61	29
Palma	45	92	Pawnee	59	106	Pickerington	61	30
Palma	45	92	Pawnee	59	106	Pickerington	61	31
Palma	45	92	Pawnee	59	106	Pickerington	61	32
Palma	45	92	Pawnee	59	106	Pickerington	61	33
Palma	45	92	Pawnee	59	106	Pickerington	61	34
Palma	45	92	Pawnee	59	106	Pickerington	61	35
Palma	45	92	Pawnee	59	106	Pickerington	61	36
Palma	45	92	Pawnee	59	106	Pickerington	61	37
Palma	45	92	Pawnee	59	106	Pickerington	61	38
Palma	45	92	Pawnee	59	106	Pickerington	61	39
Palma	45	92	Pawnee	59	106	Pickerington	61	40
Palma	45	92	Pawnee	59	106	Pickerington	61	41
Palma	45	92	Pawnee	59	106	Pickerington	61	42
Palma	45	92	Pawnee	59	106	Pickerington	61	43
Palma	45	92	Pawnee	59	106	Pickerington	61	44
Palma	45	92	Pawnee	59	106	Pickerington	61	45
Palma	45	92	Pawnee	59	106	Pickerington	61	46
Palma	45	92	Pawnee	59	106	Pickerington	61	47
Palma	45	92	Pawnee	59	106	Pickerington	61	48
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Palma	45	92	Pawnee	59	106	Pickerington	61	52
Palma	45	92	Pawnee	59	106	Pickerington	61	53
Palma	45	92	Pawnee	59	106	Pickerington	61	54
Palma	45	92	Pawnee	59	106	Pickerington	61	55
Palma	45	92	Pawnee	59	106	Pickerington	61	56
Palma	45	92	Pawnee	59	106	Pickerington	61	57
Palma	45	92	Pawnee	59	106	Pickerington	61	58
Palma	45	92	Pawnee	59	106	Pickerington	61	59
Palma	45	92	Pawnee	59	106	Pickerington	61	60
Palma	45	92	Pawnee	59	106	Pickerington	61	61
Palma	45	92	Pawnee	59	106	Pickerington	61	62
Palma	45	92	Pawnee	59	106	Pickerington	61	63
Palma	45	92	Pawnee	59	106	Pickerington	61	64
Palma	45	92	Pawnee	59	106	Pickerington	61	65
Palma	45	92	Pawnee	59	106	Pickerington	61	66
Palma	45	92	Pawnee	59	106	Pickerington	61	67
Palma	45	92	Pawnee	59	106	Pickerington	61	68
Palma	45	92	Pawnee	59	106	Pickerington	61	69
Palma	45	92	Pawnee	59	106	Pickerington	61	70
Palma	45	92	Pawnee	59	106	Pickerington	61	71
Palma	45	92	Pawnee	59	106	Pickerington	61	72
Palma	45	92	Pawnee	59	106	Pickerington	61	73
Palma	45	92	Pawnee	59	106	Pickerington	61	74
Palma	45	92	Pawnee	59	106	Pickerington	61	75
Palma	45	92	Pawnee	59	106	Pickerington	61	76
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Palma	45	92	Pawnee	59	106	Pickerington	61	78
Palma	45	92	Pawnee	59	106	Pickerington	61	79
Palma	45	92	Pawnee	59	106	Pickerington	61	80
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Palma	45	92	Pawnee	59	106	Pickerington	61	85
Palma	45	92	Pawnee	59	106	Pickerington	61	86
Palma	45	92	Pawnee	59	106	Pickerington	61	87
Palma	45	92	Pawnee	59	106	Pickerington	61	88
Palma	45	92	Pawnee	59	106	Pickerington	61	89
Palma	45	92	Pawnee	59	106	Pickerington	61	90
Palma	45	92	Pawnee	59	106	Pickerington	61	91
Palma	45	92	Pawnee	59	106	Pickerington	61	92
Palma	45	92	Pawnee	59	106	Pickerington	61	93
Palma	45	92	Pawnee	59	106	Pickerington	61	94
Palma	45	92	Pawnee	59	106	Pickerington	61	95
Palma	45	92	Pawnee	59	106	Pickerington	61	96
Palma	45	92	Pawnee	59	106	Pickerington	61	97
Palma	45	92	Pawnee	59	106	Pickerington	61	98
Palma	45	92	Pawnee	59	106	Pickerington	61	99
Palma	45	92	Pawnee	59	106	Pickerington	61	100

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River Rouge (N. Y. C.)	Mich.	42	53	Roseton	Ind.	24	83	St. Anne	Ind.	25	79
Riverview	Ind.	64	41	Roseton	Mich.	39	23	St. Anthony	Mich.	30	87
Riverside	Mich.	60	78	Rosburg	Ind.	45	101	St. Augustine	Ind.	19	9
Riverton	Ind.	35	78	Rosburg	Mich.	20	62	St. Bernard (R. & O.)	Ohio	13	67
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Riverview	Ind.	13	22	Rosburg	Mich.	37	4	St. Bernard (N. & W.)	Ohio	47	96
Riverview	Mich.	38	58	Rosburg	Ind.	55	60	St. Bernice	Ind.	20	89
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Roads	Ind.	58	20	Rosburg	Mich.	60	28	St. David	Ind.	1	1
Robbins	Ind.	49	72	Rosburg	Ohio	61	62	St. Elmo	Ind.	64	109
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Rochester (Ill. C.)	Ind.	35	79	Rosburg	Mich.	22	107	St. James	Ohio	28	100
Rochester (M. C.)	Mich.	31	1	Rosburg	Mich.	38	91	St. Joe (B. & O.)	Ind.	65	35
Rochester (F. & M.)	Mich.	38	103	Rosburg	Mich.	18	12	St. Joe (Wab. Ry.)	Ind.	65	35
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Ruby	Ind.	22	82	Rosburg	Ind.	18	20	St. John (N. Y. C.)	Ind.	42	1
Ruby	Ind.	49	73	Rosburg	Ind.	18	20	St. John	Mich.	33	94
Ruby	Ind.	47	56	Rosburg	Mich.	51	19	St. John	Ohio	30	112
Ruby	Ind.	14	35	Rosburg	Mich.	57	92	St. Joseph (M. C.)	Mich.	27	80
Ruby	Ind.	32	94	Rosburg	Mich.	30	14	St. Joseph (P. M.)	Mich.	60	66
Ruby	Ind.	46	5	Rosburg	Ind.	56	38	St. Joseph	Ohio	13	65
Ruby	Ind.	34	58	Rosburg	Mich.	36	64	St. Louis	Mich.	62	72
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Ruby	Ind.	23	92	Rosburg	Ohio	29	93	St. Louis Crossing	Ind.	64	28
Ruby	Ind.	49	87	Rosburg	Mich.	33	77	St. Louisville	Ohio	19	1
Ruby	Ind.	50	65	Rosburg	Mich.	60	70	St. Mary of the Woods	Ind.	24	66
Ruby	Ind.	34	82	Rosburg	Mich.	31	32	St. Marys (N. Y. C.)	Ohio	43	115
Ruby	Ind.	16	34	Rosburg	Mich.	37	96	St. Marys (N. Y. C. & St.)	Ohio	43	39
Ruby	Ind.	64	33	Rosburg	Mich.	29	64	St. Paul	Ind.	21	71
Ruby	Ind.	54	41	Rosburg	Mich.	33	33	St. Paul	Ky.	16	106
Ruby	Ind.	57	67	Rosburg	Mich.	37	96	St. Paul	Ind.	21	79
Ruby	Ind.	23	2	Rosburg	Mich.	27	87	St. Paul	Ind.	15	16
Ruby	Ind.	28	93a	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	30	75	Rosburg	Mich.	42	64	St. Paul	Ind.	15	16
Ruby	Ind.	55	37	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	30	26	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	36	65	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	42	45	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	40	71	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	44	56	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	62	82	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	19	13	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	48	93	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	23	23	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	41	13	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	00	45	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	57	26	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	19	103	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	17	152	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	34	60	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	20	8	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16
Ruby	Ind.	55	100	Rosburg	Mich.	48	79	St. Paul	Ind.	15	16

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Schneider..... Ind.	43	1	Sharpsville (Erie R. R.) Pa.	31	102	Silverton..... Ohio.	56	89
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Sly..... Mich.	61 100	South Linton..... Ind.	56 2	Standish..... Mich.	39 13
Smithboro..... Mich.	34 70	South Lorain (L. & W. V.)..... Ohio.	36 8	Standish..... Ohio.	11 65
Smith's Crossing..... Mich.	58 100	South Lorain (N. Y. C.)..... Ohio.	40 44	Stanton..... Mich.	62 80
Smithson..... Ind.	10 80	South Lorain (N. Y. C. & St. L.)..... Ohio.	44 62	Stanwood..... Mich.	57 77
Smith Siding..... Ohio.	63 41	South Lyon (G. T.)..... Mich.	34 51	Star City..... Ind.	53 45
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Snyders..... Mich.	37 89	South Wanaiah (N. Y. C. & St. L.)..... Ind.	45 2	Stanton..... Ill.	64 90
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Solway..... Mich.	57 52	Sparkville..... Ind.	13 25	Steiner (P. M.)..... Mich.	58 51
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Somerest..... Ohio.	10 108	Sparks (G. T.)..... Mich.	34 74	Steiner (P. R. R.)..... Ohio.	35 2
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Somerest..... Ohio.	54 5	Speed's..... Ind.	54 0	Stephen..... Mich.	60 18
Somoma..... Mich.	37 109	Speedway (C. C. C. & St. L.)..... Ind.	27 115	Stephen (B. & O.)..... Ohio.	12 38
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Soso..... Ohio.	29 69	Spencer..... Ill.	37 71	Stevens..... Ky.	17 27
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South Akron (P. R. R.)..... Ohio.	51 31	Spencer (N. O.)..... Ohio.	48 54	Stewart..... Ill.	47 31
South Amherst..... Ohio.	36 22	Spencer (W. & L. E.)..... Ohio.	65 10	Stewart..... Ohio.	43 13
South Bantam..... Ohio.	21 104	Spencers..... Ill.	18 54	Stewart..... Mich.	58 85
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South Boardman..... Mich.	56 7	Spring Arbor..... Mich.	37 90	Stockton..... Mich.	30 98
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South Charleston (D. T. & L.)..... Ohio.	29 92	Springfield (B. & O.)..... Ill.	14 34	Stockwell..... Ind.	25 63
South Charleston (P. R. R.)..... Ohio.	52 29	Springfield (C. I. & W.)..... Ill.	22 87	Stock Yards..... Ohio.	13 62
South Chicago (B. & O.)..... Ill.	11 101	Springfield (C. C. C. & St. L.)..... Ohio.	23 61	Stone..... Ind.	57 7
South Chicago (C. C. C. & St. L.)..... Ill.	25 89	Springfield (D. T. & L.)..... Ohio.	29 86	Stone Bluff..... Ind.	18 80
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South Chicago (28th St.)..... Ill.	30 110	Springfield (P. R. R.)..... Ohio.	52 39	Stone Fort..... Ill.	26 96
South Chicago (N. Y. C.)..... Ill.	41 30	Springfield (N. Y. C.)..... Pa.	40 27	Stoners..... Ind.	41 101
South Chicago (P. R. R.)..... Ill.	49 76	Springfield (N. Y. C. & St. L.)..... Pa.	44 39	Stone Siding..... Ohio.	22 97
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South Deering..... Ill.	19 57	Spring Mill..... Ohio.	11 37	Stony Island..... Ill.	45 14
Southerton..... Ohio.	36 2	Springport..... Mich.	46 46	Stony Point..... Pa.	31 83
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South Haven (M. C.)..... Mich.	38 12	Spruce Valley..... Ohio.	52 51	Storrs..... Ind.	52 77
South Haven (P. M.)..... Mich.	61 114	Spruce..... Mich.	16 43	Storrsville..... Ohio.	51 74
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Stroh	Ind.	65	6	Sycamore (N. O.)	Ohio	48	67	Thorton	Ill.	18	2
Stronach	Mich.	59	42	Sycamore (N. Y. C.)	Ohio	43	57	Thorton Junction (C. & E. I.)	Ill.	18	1
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Summit	Ind.	42	4	Taylorville	Ohio	47	99	Tobias	Ohio	51	8
Summit (Licking Co.) (B. & O.)	Ohio	11	22	Taylorville (B. & O.)	Ill.	14	29	Toboso	Ohio	11	14
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Sunbury	Ohio	51	53	Tell	Mich.	37	94	Tolona	Ill.	64	65
Sundale	Ohio	11	7	Temperance	Mich.	10	13	Tolono	Ohio	16	6
Sunderland	Ind.	16	79	Temple	Mich.	10	53	Tontogany	Ind.	65	10
Sunfield	Mich.	62	22	Templeton (C. C. C. & St. L.)	Ind.	25	67	Topeka	Ind.	10	10
Sunman	Ind.	25	17	Templeton (N. Y. C. & St. L.)	Ind.	45	71	Topinabee	Mich.	39	37
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Superior	Ohio	29	68	Terrace Park	Ohio	32	66	Toronto	Ohio	50	4
Superior	Ind.	21	42	Terra Coupe	Ind.	41	13	Toussaint	Mich.	28	100
Suprie	Ind.	19	74	Terre Haute (C. C. C. & St. L.)	Ind.	21	63	Tower Hill (B. & O.)	Ill.	14	44
Surrey	Ind.	19	74	Terre Haute (C. C. C. & St. L.)	Ind.	21	63	Tower Hill (C. C. C. & St. L.)	Ill.	24	41
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Swanville (N. Y. C. & St. L.)	Pa.	44	35	Thacher	Ohio	11	67	Trebin (B. & O.)	Ohio	15	59
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Swazee	Ind.	46	103	Theriot	Mich.	58	18	Tremont	Ill.	27	62
Swazee (N. Y. C. & St. L.)	Ind.	46	103	Theriot	Mich.	58	18	Tremont City	Ohio	80	1
Swazee (P. R. R.)	Ind.	46	103	Thomas	Ill.	35	14	Trenton	Ill.	12	31
Sweeney	Ind.	39	84	Thomasboro	Ind.	45	1	Trenton (D. & T. S. L.)	Mich.	29	31
Sweeter (C. & O.)	Ind.	17	67	Thomaston (N. Y. C. & St. L.)	Ind.	45	1	Trenton (D. T. & I.)	Mich.	36	88
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Troy C. C. C. & St. L.	Ohio	28	26	Urbana (P. R. R.)	Ohio	32	82	Versailles	Ohio	24	28	
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Tustin	Mich.	37	87	Valparaiso (N. Y. C. & St. L.)	Ind.	45	4	Vincennes (C. C. C. & St. L.)	Ind.	26	76	
Tweeddale	Ohio	15	82	Valparaiso (P. R. R.)	Ind.	49	65	Vincennes (P. R. R.)	Ind.	56	9	
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Twin Lake (Grange Co.)	Ind.	61	25	Van Buren	Ohio	43	101	Voss	Mich.	61	44	
Twin Lake	Mich.	61	23	Vandalia	Ill.	55	3	Vriesland	Mich.	60	100	
Twin Lakes	Ind.	56	26	Vandalia	Mich.	37	106	Wabash (C. C. C. & St. L.)	Ind.	27	29	
Twinburg	Ohio	60	24	Vandalia	Ohio	15	91	Wabash (Wab. Ry.)	Ind.	64	22	
Tymochtee	Ohio	18	68	Vanderbilt	Mich.	39	30	Wabash Subway	Mich.	63	66	
Tyne	Ind.	45	112	Van Horn	Mich.	38	24	Wab-me-mee	Mich.	58	25	
Type	Mich.	60	7	Van Leen (E. J. & E.)	Ind.	43	8	Wadsworth	Ind.	18	76	
Uby	Mich.	60	8	Vannoy (N. Y. C. & St. L.)	Ind.	43	8	Wadsworth	Mich.	60	9	
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Uncas	Ind.	16	74	Van Wert (C. N.)	Ohio	23	4	Waite Spring	Ind.	65	16	
Underwood	Ind.	54	47	Van Wert (P. R. R.)	Ohio	40	38	Wakefield	Ohio	48	20	
Union (Licking Co. (B. & O.))	Ohio	11	19	Vassar (M. C.)	Mich.	38	83	Wakelee	Mich.	33	46	
Union (Licking Co.) F. R. R.	Ohio	32	6	Vassar (P. M.)	Mich.	59	59	Wakelee	Ohio	40	45	
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Union City (D. & U.)	Ind.	28	48	Veedersburg (C. C. C. & St. L.)	Ind.	27	100	Waldron	Mich.	23	20	
Union City (P. R. R.)	Ind.	35	5	Veedersburg (N. Y. C. & St. L.)	Ind.	47	7	Wales	Mich.	59	69	
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Walkerton (N. Y. C. & St. L.)	Ind.	46	111	Waveland (P. R. R.)	Ind.	55	53	West Frankfort	Ill.	18	40
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Wallace Junction	Ind.	20	19	Waverly (P. M.)	Mich.	60	110	West Grand Rapids (N. Y. C.)	Mich.	41	70
Walled Lake	Mich.	34	54	Waverly (P. M.)	Mich.	60	110	West Grand Rapids (P. M.)	Mich.	61	36
Wallen	Mich.	61	68	Wawaka	Ind.	41	50	West Grose Lake	Mich.	36	87
Wallis	Mich.	58	23	Wayland	Mich.	57	47	West Henrietta	N. Y.	31	27
Wallison Lake	Ind.	46	3	Wayland	Ohio.	12	7	West Jefferson	Ohio.	62	26
Walnut	Ind.	26	82	Wayne (M. C.)	Mich.	57	4	West Junction	Ohio.	13	67
Walnut Prairie	Ill.	39	85	Wayne (P. M.)	Mich.	58	62	West Kankakee	Ill.	42	86
Walton (C. I.)	Ind.	16	75	Wayne Junction	Mich.	58	62	West Lebanon	Ind.	64	40
Walton (P. R. R.)	Ind.	53	86	Waynesburg	Ohio.	50	26	West Lebanon	Ohio.	51	39
Walton	Mich.	57	100	Waynesville	Ill.	56	42	West Liberty	Ohio.	26	46
Walton Junction	Mich.	58	53	Waynesville	Ind.	54	39	West London	Ohio.	22	99
Waltz	Mich.	58	53	Waynesville	Ohio.	52	53	West Manchester (C. N.)	Ohio.	22	99
Wanatah (C. I. & L.)	Ind.	19	18	Waynetown	Ind.	27	103	West Manchester (P. R. R.)	Ohio.	52	40
Wanatah (P. R. R.)	Ind.	49	63	Wealthy	Mich.	36	27	West Mansfield	Ohio.	43	79
Wapakoneta (B. & O.)	Ohio.	15	102	Weavers	Ohio.	52	92	West Martinsville	Ill.	54	97
Wapakoneta (N. Y. C.)	Ill.	42	83	Webber	Mich.	62	34	West Marysville	Ohio.	23	68
Ward	Mich.	36	82	Weber	Mich.	62	34	West Melcher (C. A. & S.)	Ind.	18	40
Warner	Ind.	46	97	Weber (M. C.)	Ind.	37	75	West Melcher (C. I. & W.)	Pa.	32	50
Warren	Mich.	38	67	Weat	Ohio.	11	16	West Middletown	Ohio.	13	60
Warren (B. & O.)	Ohio.	12	2	Weidman	W. Va.	62	20	Westminster	Ohio.	32	71
Warren (Erie R. R.)	Ohio.	31	94	Weidman	W. Va.	62	20	West Newell	Ill.	18	29
Warren (P. R. R.)	Ohio.	50	38	Weisburg	Ind.	25	16	West Olive	Mich.	61	3
Warrington	Ill.	35	107	Weishars	Ind.	18	102	Weston	Ill.	42	79
Warsaw (C. C. C. & St. L.)	Ind.	49	51	Wellington	Ill.	18	24	Weston	Mich.	19	5
Warsaw (P. R. R.)	Ind.	37	85	Wellington (C. C. C. & St. L.)	Ohio.	23	91	Weston	Ohio.	36	18
Warwick (B. & O.)	Ohio.	12	66	Wellington (L. A. & S.)	Ohio.	36	20	Westburg	Ohio.	44	27
Warwick (P. R. R.)	Ohio.	51	34	Wellington (W. & L. E.)	Ohio.	65	91	West Paris	Ind.	56	5
Waspi (M. C.)	Mich.	57	100	Wellington (W. & L. E.)	Ill.	14	70	Westphalia	Ind.	56	5
Waspi (P. R. R.)	Mich.	57	35	Wells	Ind.	11	88	West Point	Ind.	64	39
Washington	Ill.	13	9	Wellboro (B. & O.)	Ind.	33	57	Westport	Ind.	27	58
Washington (B. & O.)	Ind.	32	118	Wellboro (G. T.)	Ind.	60	46	West Pullman (C. C. C. & St. L.)	Ill.	25	84
Washington (E. I. & T. H.)	Ind.	34	50	Wellboro (F. M.)	Ind.	90	46	West Pullman (P. R. R.)	Ill.	53	70
Washington	Mich.	34	50	Wellburg	Ky.	17	13	West Salem	Ohio.	32	9
Washington	Ohio.	32	50	Wellston	Mich.	61	61	West Side	Ohio.	13	56
Washington	Pa.	62	23	Wellston (D. T. & L.)	Ohio.	29	68	West Seneca	Ohio.	52	48
Washington C. H. (B. & O.)	Ohio.	15	13	Wellsville	Mich.	42	61	West Union	Ill.	26	63
Washington C. H. (B. & O.)	Ohio.	15	48	Wellsville	Mich.	42	61	West Union	Ohio.	23	18
Washington C. H. (D. T. & L.)	Ohio.	29	86	Wellsville	Mich.	42	61	West Union (Wab. Ry.)	Ohio.	64	109
Washington C. H. (P. R. R.)	Ohio.	51	82	Wellsville	Mich.	42	61	West Vienna	Ill.	18	48
Washington Heights	Ill.	53	71	Wellsville	Mich.	42	61	West View	Ohio.	23	86
Waterford	Ind.	41	46	Wellsville	Mich.	42	61	Westville	Ill.	26	51
Waterloo	Ind.	41	46	Wellsville	Mich.	42	61	Westville (C. I. & L.)	Ind.	19	15
Water Purification Works	Mich.	39	26	Wellsville	Mich.	42	61	Westville (Wab. Ry.)	Ind.	65	24
Waters	Mich.	39	26	Wellsville	Mich.	42	61	Westville	Mich.	58	13
Watertown	Mich.	29	60	Wellsville	Mich.	42	61	West York	Ill.	26	64
Water Valley	N. Y.	31	39	Wellsville	Mich.	42	61	Wetmore	Ohio.	48	19
Waterville	Ohio.	46	63	Wellsville	Mich.	42	61	Wetzel	Ill.	26	58
Watervliet	Mich.	60	92	Wellsville	Mich.	42	61	Wetzel	Mich.	58	16
Water Works	Ky.	17	30	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21
Watkins	Ill.	27	75	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21
Watkins	Mich.	42	29	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21
Watrousville	Mich.	38	90	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21
Watsons (C. & E. I.)	Ill.	18	19	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21
Watsons (T. P. & W.)	Ill.	63	70	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21
Watson	Ind.	14	88	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21
Watsons	Mich.	58	44	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21
Watsonville	Mich.	58	44	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21
Watt's Place	N. Y.	31	61	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21
Waupeone	Ill.	25	101	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21
Waucon (D. T. & L.)	Ohio.	30	28	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21
Waucon (N. Y. C.)	Ohio.	41	37	Wellsville	Mich.	42	61	Wetzel	Ohio.	51	21

STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.
Wheeling..... Ind.	53	30		Willow Creek (M. C.)..... Ind.	37	51		Wooster..... Mich.	61	30	
Wheeling..... Mich.	52	19		Willow Creek (Wab. Ry.)..... Ind.	37	52		Wooster..... Ohio	61	31	
Whiskey Switch..... Ohio.	51	75		Willow Hill..... Ill.	35	54		Worlean..... Ill.	64	91	
Whitaker..... Ill.	20	40		Willow Springs (A. T. & S. P.)..... Ill.	10	90		Worth..... Mich.	59	12	
Whitaker..... Ind.	55	98		Willow Springs (C. & A.)..... Ill.	17	99		Worthington..... Ind.	55	104	
Whitecomb..... Ind.	13	33		Willow Valley..... Ind.	13	17		Worthington (C. C. C. & St. L.)..... Ohio.	34	5	
White Cloud..... Mich.	61	30		Willshire..... Ohio.	46	58		Worthington (P. R. R.)..... Ohio.	50	82	
White Cottage..... Ohio.	44	8		Wilmer..... Ohio.	11	48		Worville..... Ohio.	44	94	
Whitehall..... Mich.	61	17		Wilmington (B. & O.)..... Ohio.	15	10		Wren..... Ohio.	32	78	
Whitehouse..... Ohio.	63	94		Wilmington (P. R. R.)..... Ohio.	51	89		Wrights..... Ind.	53	26	
Whiteland..... Ind.	54	33		Wilmot (D. B. C. & W.) Mich.	29	53		Wurland..... Ky.	16	93	
Whitely..... Ind.	46	42		Wilmot (P. O. & N.)..... Mich.	63	14		Wyandotte (D. & T. S. L.)..... Mich.	29	33	
White Pigeon..... Mich.	41	4		Wilson's..... Mich.	63	62		Wyandotte (D. T. & L.) Mich.	30	52	
Whites..... Ill.	14	63		Wilson's..... Ill.	20	52		Wyandotte (M. C.)..... Mich.	42	48	
Whitestown..... Ind.	25	57		Winase..... Ohio.	21	102		Wyandotte (N. Y. C.) Mich.	42	48	
White Sulphur..... Ohio.	50	17		Winchester (C. C. C. & St. L.)..... Ind.	24	34		Wyatt..... Ind.	65	17	
Whitville..... Ind.	20	11		Winchester (P. R. R.)..... Ky.	17	36		Wyman..... Mich.	62	53	
Whitville..... Ohio.	63	46		Winchester (P. R. R.) Mich.	51	96		Wyoming..... Ohio.	15	76	
White Water Park..... Ohio.	26	1		Winchester (P. M.) Mich.	58	49					
Whiting (B. & O.)..... Ind.	11	98		Winchester..... Ohio.	58	48					
Whiting (E. J. & E.)..... Ind.	30	105		Winchester..... Ind.	53	93		Xenia..... Ill.	12	104	
Whiting (N. Y. C.)..... Ind.	41	28		Winchester..... Mich.	58	49		Xenia (B. & O.)..... Ohio.	15	58	
Whiting (P. R. R.)..... Ind.	40	69		Winchester..... Ind.	53	93		Xenia (P. R. R.)..... Ohio.	52	23	
Whitmore..... Ohio.	45	18		Windfall..... Ind.	53	93					
Whitmore Lake..... Mich.	10	23		Windham..... Ohio.	31	116		Yaeger..... Ill.	20	45	
Whittaker..... Mich.	65	54		Windsor..... Ill.	24	78		Yale..... Ill.	65	83	
Whittemore..... Mich.	28	64		Windsor..... Ohio.	13	80		Yale..... Mich.	60	60	
Whittington..... Ill.	18	38		Windsor Park..... Ill.	25	91		Yankee town..... Ohio.	22	3	
Wiard..... Mich.	37	8		Windsor..... Ind.	32	108		Yard Center..... Ill.	17	108	
Wierforce..... Ohio.	33	32		Windsor..... Mich.	59	5		Yates..... Mich.	38	79	
Wierforce..... Ind.	18	15		Wings..... Mich.	59	17		Yeddo..... Ind.	18	91	
Wickliffe (N. Y. C.) Ohio.	40	30		Wings..... Ind.	49	50		Yellow Bank..... Ohio.	26	9	
Wickliffe (N. Y. C. & St. L.)..... Ohio.	44	53		Winona Lake..... Ind.	18	83		Yellow Springs..... Ohio.	62	26	
Wiggins Quarry..... Ohio.	22	92		Wintrop..... Ind.	18	83		Yeverton..... Ohio.	26	41	
Wilbur..... Ohio.	51	65		Winton Place (B. & O.) Ohio.	13	64		Yockey..... Ind.	19	102	
Wilbur Wright Station..... Ohio.	23	55		Winton Place (B. & O.) Ohio.	15	84		Yoder..... Ind.	40	30	
Wilders (C. A. & S.)..... Ind.	18	82		Winton Junction..... Ohio.	13	65		York..... Ill.	65	80	
Wilders (C. I. & L.)..... Ind.	19	22		Wirt..... Ind.	54	62		York..... Ohio.	26	23	
Wilders (Erie R. R.)..... Ind.	32	102		Wise..... Mich.	59	1		Yorktown..... Ind.	24	36	
Wilders..... Mich.	38	16		Wisterman..... Ohio.	46	74		Yorkville..... Mich.	30	60	
Wildwood..... Ohio.	46	58		Witt..... Ill.	24	80		Yost..... Ohio.	44	3	
Wilkes..... Mich.	58	12		Witta..... Ind.	17	82		Young..... Ind.	60	51	
Wilkinson..... Ind.	28	7		Wixom (G. T.)..... Mich.	34	53		Youngtown (B. & O.) Ohio.	11	112	
Willard..... Ohio.	11	64		Wixom (P. M.)..... Mich.	38	70		Youngtown (Erie R. R.) Ohio.	31	98	
Willers..... Ill.	64	79		Wolcott..... Ind.	53	90		Youngtown (N. Y. C.) Ohio.	40	74	
Willie's..... Ohio.	17	42		Wolcottville (P. R. R.) Ind.	57	27		Youngtown (P. R. R.) Ohio.	50	34	
Williams (Lawrence Co.) C. M. & St. P.)..... Ind.	21	32		Wolcottville (Wab. Ry.) Ind.	65	8		Ypsilanti (M. C.)..... Mich.	50	9	
Williams (P. R. R.)..... Ind.	57	16		Wolverine..... Mich.	39	33		Ypsilanti (N. Y. C.) Mich.	42	33	
Williams..... Ky.	16	85		Woodburn..... Ind.	64	10		Yuma..... Mich.	10	71	
Williams..... Mich.	38	2		Woodburn Avenue..... Ohio.	47	05		Yuton..... Ill.	45	96	
Williamsburg..... Ill.	50	27		Woodbury..... Ill.	54	102					
Williamsburg..... Ind.	17	57		Woodbury (C. K. & B.) Mich.	20	39		Zadoc (C. A. & S.)..... Ind.	18	66	
Williamsburg..... Mich.	61	79		Woodbury (P. M.) Mich.	62	23		Zadoc (C. I. & L.)..... Ind.	19	94	
Williamsburg..... Ohio.	47	74		Woodford..... Ind.	57	2		Zaleski..... Ohio.	13	105	
Williamsport..... Ind.	64	48		Woodington..... Ohio.	53	4		Zanesfield..... Ohio.	43	104	
Williamsport..... Ohio.	51	77		Woodland..... Ill.	18	20		Zanesville (B. & O.)..... Ohio.	11	10	
Williamston..... Mich.	62	12		Woodland..... Mich.	20	38		Zanesville (N. Y. C.) Ohio.	44	13	
Williamston..... Ind.	27	50		Woodland Ave..... Ohio.	30	18		Zanesville (P. R. R.) Ohio.	51	60	
Williamstown..... Ohio.	43	80		Woodlawn..... Ohio.	15	73		Zelma..... Ind.	21	38	
Williamsville..... Ill.	17	107		Woodman..... Mich.	60	29		Zilwaukee (G. T.)..... Mich.	34	10	
Willie..... Mich.	65	55		Woodmere..... Mich.	42	54		Zilwaukee (M. V.)..... Mich.	38	59	
Willie'siding..... Mich.	10	83		Wood River..... Ill.	24	99		Zimmerman..... Ohio.	15	61	
Williston..... Ohio.	66	14		Woods..... Ohio.	22	96		Zionsville..... Ind.	25	56	
Willoughby (N. Y. C.) Ohio.	40	38		Woodside..... Ohio.	16	33		Zoarville..... Ohio.	50	22	
Willoughby (N. Y. C. & St. L.)..... Ohio.	44	52		Woodstock..... Ohio.	62	65					
Willow..... Mich.	58	54		Woodville..... Ind.	11	92					
Willow..... Ohio.	12	55		Woodville..... Mich.	61	33					
Willow Branch..... Ind.	28	6		Woodville..... Ohio.	60	75					
Willow Creek (B. & O.) Ind.	11	94		Woodward..... Ill.	26	55					

# RATES IN CENTS PER TON 2,000 POUNDS.

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RATES IN CENTS PER TON 2,000 POUNDS.					RATES IN CENTS PER TON 2,000 POUNDS.				
Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE AKRON, CANTON & YOUNGSTOWN RAILWAY CO.					THE ANN ARBOR RAILROAD CO.—Continued.				
1	Copley.....Ohio..				62	Millersville.....Mich..			
2	West Akron.....Ohio..				63	Diggins Siding.....Mich..			
3	Barberton.....Ohio..				64	Boon.....Mich..			
4	Belt Junction.....Ohio..				65	McPherson's Siding.....Mich..			
5	Fairlawn.....Ohio..				66	Dufort Siding.....Mich..			
6	Akron.....Ohio..	299	264	239	67	Gasser Siding.....Mich..			
7	East Akron.....Ohio..				68	Harrietta.....Mich..			
8	Brittain.....Ohio..				69	Saunders' Siding.....Mich..			
9	Forest Hill.....Ohio..				70	Derry's Siding.....Mich..			
10	Colona.....Ohio..				71	Yuma.....Mich..			
11	Mogadore.....Ohio..				72	Perues Siding.....Mich..			
THE ANN ARBOR RAILROAD CO.					73	Mesick.....Mich..			
12	Alexis.....Ohio..				74	Claggett's.....Mich..			
13	Temperance.....Mich..				75	Bagnall.....Mich..			
14	Samaria.....Mich..	320	285	260	76	Arcadia Siding.....Mich..			
15	Lulu.....Mich..				77	Pay's Siding.....Mich..	413	378	353
16	Federman.....Mich..				78	Hart's Siding.....Mich..			
17	Dundee.....Mich..				79	Harlan.....Mich..			
18	Azalia.....Mich..				80	Pomona.....Mich..			
19	Milan.....Mich..				81	Copemish.....Mich..			
20	Urania.....Mich..				82	Thompsonville.....Mich..			
21	Pittsfield.....Mich..				83	Willis' Siding.....Mich..			
22	Ann Arbor.....Mich..	330	295	270	84	Meta Siding.....Mich..			
23	Bell.....Mich..				85	Homestead.....Mich..			
24	Osmer.....Mich..				86	Case's Siding.....Mich..			
25	Whitmore Lake.....Mich..				87	Beulah.....Mich..			
26	Hamburg.....Mich..				88	Eiberta.....Mich..			
27	Lakeland.....Mich..				89	Frankfort.....Mich..			
28	Chilson.....Mich..				90	Keweenaw (proper).....Wis..			
29	Anapere.....Mich..				91	Manitowoc (proper).....Wis..			
30	Howell.....Mich..				92	Marquette (proper).....Wis..			
31	Oak Grove.....Mich..				93	Manistique (proper).....Mich..			
32	Cchoctah.....Mich..	350	315	290	94	Menominee (proper).....Mich..			
33	Byron.....Mich..				95	Keweenaw (see Note A).....Wis..			
34	Durand.....Mich..				96	Manitowoc (see Note A).....Wis..	364	329	309
35	Vernon.....Mich..				97	Manistique (see Note A).....Mich..			
36	Corunna.....Mich..				98	Menominee (see Note A).....Mich..			
37	Owosso.....Mich..				THE ATCHISON TOPEKA AND SANTA FE RAILWAY CO.				
38	Carland.....Mich..				99	Willow Springs.....Ill..			
39	Elsie.....Mich..				100	Santa Fe Park.....Ill..			
40	Bannister.....Mich..				101	Ryneville.....Ill..	364	329	309
41	Ashley.....Mich..	385	350	325	102	Lemout.....Ill..			
42	North Star.....Mich..				103	Romeo.....Ill..			
43	Ithaca.....Mich..				104	Lockport.....Ill..			
44	Alma.....Mich..				105	Joliet.....Ill..			
THE ANN ARBOR RAILROAD CO.					THE BALTIMORE AND OHIO RAILROAD CO.				
45	Forest Hill.....Mich..				106	Malta.....Ohio..	307	272	252
46	Shepherd.....Mich..								
47	Mt. Pleasant.....Mich..								
48	Rosebush.....Mich..								
49	Clare.....Mich..								
50	Farwell.....Mich..								
51	Lake George.....Mich..				107	Shawnee.....Ohio..			
52	Clarence.....Mich..	413	378	353	108	Somerset.....Ohio..			
53	Temple.....Mich..				109	Thornville.....Ohio..			
54	Pennocks.....Mich..				110	Armstrong (Wayne Co.).....Ohio..	294	259	239
55	Marion.....Mich..				111	Barrenville.....Ohio..			
56	Park Lake.....Mich..				112	Cochran Mines.....Ohio..			
57	McRain.....Mich..				113	Eldon.....Ohio..			
58	Lucas.....Mich..				114	Quaker City.....Ohio..			
59	Brown's Siding.....Mich..								
60	Cadillac.....Mich..								
61	Bunyes.....Mich..								

NOTE A—These rates apply only on shipments destined to points beyond.  
 Rates to stations on the Atchison, Topeka & Santa Fe Railway will not apply in connection with the Grand Trunk R. R.  
 For routing, see Pages 67 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 8 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE BALTIMORE AND OHIO RAILROAD CO.—Continued.					THE BALTIMORE AND OHIO RAILROAD CO.—Continued.				
					Chicago Division—Continued.				
1	Salesville.....Ohio..				60	North Baltimore.....Ohio..			
2	Gibson.....Ohio..				61	Hoyville.....Ohio..	299	264	239
3	Lore City.....Ohio..				62	Deahler.....Ohio..			
4	Cambridge.....Ohio..								
5	Camell.....Ohio..	294	259	230	63	Hamler.....Ohio..			
6	New Concord.....Ohio..				64	Holgate.....Ohio..	312	277	239
7	Sundale.....Ohio..								
8	Bridgeville.....Ohio..				65	Standley.....Ohio..			
9	Somers.....Ohio..				66	Defiance.....Ohio..	330	295	270
					67	The Bend.....Ohio..			
					68	Sherwood.....Ohio..			
10	Zanesville.....Ohio..				69	Mark Centre.....Ohio..			
11	Dillon.....Ohio..				70	Hicksville.....Ohio..			
12	Pleasant Valley.....Ohio..	271	236	221	71	St. Joe.....Ind.			
13	Nashport.....Ohio..				72	Auburn Junction.....Ind.	330	295	270
14	Toboso.....Ohio..				73	Concord.....Ind.			
15	Clay Lick.....Ohio..				74	Garrett.....Ind.			
16	Weisant.....Ohio..				75	Avilla.....Ind.			
17	Newark.....Ohio..				76	Albion.....Ind.			
18	Heath.....Ohio..				77	Kimmel.....Ind.			
19	Union (Licking Co.).....Ohio..				78	Cromwell.....Ind.	4340	4315	4290
20	Outville.....Ohio..				79	Syracuse.....Ind.			
21	Patastala.....Ohio..				80	Milford Junction.....Ind.			
22	Summit (Licking Co.).....Ohio..								
23	Black Lick.....Ohio..	269	234	214	81	Napanea.....Ind.			
24	Taylor.....Ohio..				82	Bremen.....Ind.			
25	Vanata.....Ohio..				83	La Paz Junction.....Ind.	364	329	304
26	St. Louisville.....Ohio..				84	La Paz.....Ind.			
27	Ursa.....Ohio..								
28	Hunt.....Ohio..				85	Teegarden.....Ind.			
29	Mt. Vernon.....Ohio..				86	Walkerton.....Ind.			
30	Fredericktown.....Ohio..				87	Union Centre.....Ind.			
31	Ankentytown.....Ohio..				88	Wellsboro.....Ind.			
32	Butler.....Ohio..				89	Alida.....Ind.			
33	Lockhart.....Ohio..				90	Coburg.....Ind.	364	329	300
34	Belleville.....Ohio..				91	Suman.....Ind.			
35	Lexington.....Ohio..				92	Woodville.....Ind.			
36	Mansfield.....Ohio..				93	McCool.....Ind.			
37	Spring Mill.....Ohio..				94	Willow Creek.....Ind.			
38	Shelby.....Ohio..				95	Miller (Lake Co.).....Ind.			
39	Forest.....Ohio..	290	264	230	96	Gary.....Ind.			
40	Plymouth.....Ohio..								
41	New Haven.....Ohio..				97	Indiana Harbor.....Ind.			
42	Centerton.....Ohio..				98	Whiting.....Ind.			
43	Havana.....Ohio..				99	100th Street.....Ill.	⊕	⊕	⊕
44	Pontiac.....Ohio..				100	Brookdale.....Ill.			
45	Moursville.....Ohio..				101	South Chicago.....Ill.			
46	Kimball.....Ohio..				102	Forest Hill.....Ill.			
47	Prout.....Ohio..								
48	Wilmer.....Ohio..				103	Chicago.....Ill.	364	329	300
49	Sandusky.....Ohio..								
Chicago Division.					New Castle Division.				
50	Willard.....Ohio..				104	Creston.....Ohio..			
51	Atica Junction.....Ohio..				105	Lodi.....Ohio..			
52	Scipio.....Ohio..				106	Homer.....Ohio..			
53	Republic.....Ohio..				107	Sullivan.....Ohio..			
54	Idon.....Ohio..	290	264	230	108	Nova.....Ohio..			
55	Bacon.....Ohio..				109	Hereford.....Ohio..	299	264	239
56	Fostoria.....Ohio..				110	Greenwich.....Ohio..			
57	Bloomdale.....Ohio..				111	Boughtonville.....Ohio..			
58	Bairdstown.....Ohio..				112	Youngstown.....Ohio..			
59	Galates.....Ohio..				113	Girard.....Ohio..			
					114	Niles.....Ohio..			
					115	De Forest Junction.....Ohio..			

Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 82, Supplements thereto or reissues thereof.

\*REDUCTION, 1-13

For routing, see Pages 67 to 80.

RATES IN CENTS PER TON 2,000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE BALTIMORE AND OHIO RAILROAD CO.—Continued.					THE BALTIMORE AND OHIO RAILROAD CO.—Continued.				
New Castle Division—Continued.					C. T. & V. Branch—Continued.				
1	Buckeye Pumping Station..... Ohio..				59	Alexanders..... Ohio..			
2	Warren..... Ohio..				60	Brecksville..... Ohio..			
3	Leavittsburg..... Ohio..				61	Boston Mill..... Ohio..			
4	Burnetts..... Ohio..				62	Peninsula..... Ohio..			
5	Lordstown..... Ohio..	299	264	239	63	Everett..... Ohio..			
6	Newton Falls..... Ohio..				64	Ira..... Ohio..			
7	Wayland..... Ohio..				65	Botsum..... Ohio..			
8	Charleston..... Ohio..				66	Warwick..... Ohio..			
9	Ravenna..... Ohio..				67	Clinton..... Ohio..			
10	Kent..... Ohio..				68	Barberton..... Ohio..			
11	State Road..... Ohio..				69	South Akron..... Ohio..			
12	West Farmington..... Ohio..				70	Akron Junction..... Ohio..	299	264	239
13	Bundysburg..... Ohio..				71	Cuyahoga Falls..... Ohio..			
14	Middlefield..... Ohio..	299	264	239	72	Munroe Falls..... Ohio..			
15	Burton..... Ohio..				73	Krumroy..... Ohio..			
16	East Claridon..... Ohio..				74	Myersville..... Ohio..			
17	Center Road..... Ohio..				75	Aultman..... Ohio..			
18	Chardon..... Ohio..				76	North Canton..... Ohio..			
19	Clarks (Geauga Co.)..... Ohio..				77	Canton..... Ohio..			
20	Concord..... Ohio..				78	North Industry..... Ohio..			
21	Painesville..... Ohio..	299	264	239	79	Howenstein..... Ohio..			
22	West Fairport..... Ohio..				80	East Sparta..... Ohio..			
23	Fairport Harbor..... Ohio..				81	Sandyville..... Ohio..			
					82	Mineral City..... Ohio..			
Cleveland Division.					Illinois Division.				
					Main Line.				
24	Berea..... Ohio..				83	East St. Louis..... Ill..			
25	Strongsville..... Ohio..				84	Caseryville..... Ill..			
26	Beebetown..... Ohio..				85	Furman..... Ill..			
27	Valley City..... Ohio..				86	Carbon..... Ill..			
28	Lester..... Ohio..				87	O'Fallon..... Ill..			
29	Erhart..... Ohio..				88	Lebanon..... Ill..			
30	Belden..... Ohio..				89	Summerfield..... Ill..			
31	Grafton..... Ohio..				90	Trenton..... Ill..			
32	Elyria..... Ohio..				91	Aviston..... Ill..			
33	Lorain..... Ohio..				92	Broom..... Ill..			
34	Mallet Creek..... Ohio..				93	Beckmeyer..... Ill..			
35	Medina..... Ohio..				94	Carlyle..... Ill..	362	327	312
36	Chippewa Lake..... Ohio..				95	Hoyt..... Ill..			
37	Seville..... Ohio..				96	Ferrin..... Ill..			
38	Sterling..... Ohio..	299	264	239	97	Shattus..... Ill..			
39	Rittman..... Ohio..				98	Sandoval..... Ill..			
40	Easton..... Ohio..				99	Odin..... Ill..			
41	Canal Fulton..... Ohio..				100	Salem..... Ill..			
42	Pauls..... Ohio..				101	Bannister..... Ill..			
43	Crystal Springs..... Ohio..				102	Iuka..... Ill..			
44	Mamillon..... Ohio..				103	Greendale..... Ill..			
45	Jactus..... Ohio..				104	Xenia..... Ill..			
46	Beech City..... Ohio..				105	Kenner..... Ill..			
47	Strasburg..... Ohio..				106	Brown's Spur..... Ill..			
48	Paral..... Ohio..								
49	Dover..... Ohio..				Illinois Division.				
50	New Philadelphia..... Ohio..				Main Line.				
51	Midvale..... Ohio..				107	Flora..... Ill..			
52	Uhrichsville..... Ohio..				108	Clay City..... Ill..			
					109	Noble..... Ill..			
53	Cleveland..... Ohio..				110	Higgins..... Ill..			
54	Brooklyn..... Ohio..				111	Olney..... Ill..	362	327	312
55	Willow..... Ohio..	299	264	239	112	Claremont..... Ill..			
56	Newburg Branch (Newburg)..... Ohio..				113	Sumner..... Ill..			
57	Thoraburgh..... Ohio..				114	Bridgeport..... Ill..			
58	South Park..... Ohio..								

For routing, see Pages 67 to 80.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE BALTIMORE AND OHIO RAILROAD CO.—Continued.					THE BALTIMORE AND OHIO RAILROAD CO.—Continued.				
Illinois Division.					Indiana Division—Continued.				
Main Line—Continued.					Main Line—Continued.				
1	Lawrenceville..... Ill.	350	324	309	51	North Bend..... Ohio.			
2	Jackson..... Ill.				52	Addyston..... Ohio.			
3	Allison Branch..... Ill.				53	Saylor Park..... Ohio.			
					54	Delhi..... Ohio.			
					55	St. Joseph..... Ohio.			
4	Vincennes..... Ind.	337	302	287	56	West Side..... Ohio.			
5	Fritchton..... Ind.				57	Culloms..... Ohio.			
6	Wheatland..... Ind.				58	Sedamsville..... Ohio.			
7	Hyatts..... Ind.				59	Storrs..... Ohio.	1234	1199	1189
8	Shope..... Ind.	60	Cincinnati..... Ohio.						
9	Washington..... Ind.	61	Brighton..... Ohio.						
					62	Stock Yards..... Ohio.			
					63	Cummins ville..... Ohio.			
					64	Winton Place..... Ohio.			
					65	Winton Junction..... Ohio.			
					66	Ivorydale..... Ohio.			
					67	St. Bernard..... Ohio.			
					68	Norwood..... Ohio.			
					69	East Norwood..... Ohio.			
		</							

<sup>1</sup>Special Charge for the Use of Team or Bulk Tracks. The "Team" or "Bulk" Tracks of the B. & O. R. R. may be used at the expense of the B. & O. R. R. for unloading carload shipments, but special permission must be obtained from agents in each case. When such authority has been granted, a trackage charge of \$2.70 per car will be made in each and every case. This is to be in addition to rates named above.

For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE BALTIMORE AND OHIO RAILROAD CO.—Continued.					THE BALTIMORE AND OHIO RAILROAD CO.—Continued.				
Ohio Division—Continued.					Illinois Division—Continued.				
Main Line.					Springfield Branch—Continued.				
1	Hope.....	Ohio.			56	Rizard.....	Ill.		
2	Moonville.....	Ohio.			57	Cline.....	Ill.	284	349
3	Ingham.....	Ohio.			58	Goff.....	Ill.		
4	Mineral.....	Ohio.	258	224	59	Fairfield.....	Ill.		
5	New Marshfield.....	Ohio.		214					
6	Luhig.....	Ohio.							
7	Athens.....	Ohio.							
8	Canaanville.....	Ohio.			60	Hubbards.....	Ill.		
9	Guyssville.....	Ohio.			61	Barn Hill.....	Ill.		
10	Stewart.....	Ohio.			62	Mill Shoals.....	Ill.		
11	Forest.....	Ohio.	272	237	63	White.....	Ill.		
12	Cosville.....	Ohio.		227	64	Springer.....	Ill.		
13	Torch Hill.....	Ohio.			65	Enfield.....	Ill.		
14	Little Hocking.....	Ohio.			66	Sacramento.....	Ill.		
15	Porterfield.....	Ohio.			67	Norris City.....	Ill.	422	307
16	Belpre.....	Ohio.	264	249	68	Holand.....	Ill.		
17	Parkersburg.....	W. Va.		279	69	Omaha.....	Ill.		
18	Sistersville.....	W. Va.	*295	*260	70	Wells.....	Ill.		
19a	Fairmont.....	W. Va.			71	Ridgeway.....	Ill.		
19	Pittsburgh.....	Pa.	322	287	72	Bartley.....	Ill.		
				277	73	Juncton.....	Ill.		
					74	Duncan.....	Ill.		
					75	Shawneetown.....	Ill.		
Illinois Division.					Louisville Branch.				
Springfield Branch.					76	Lovett.....	Ind.		
20	Beardstown.....	Ill.			77	Commiskey.....	Ind.		
21	Bluff Springs.....	Ill.			78	Paris.....	Ind.		
22	Cam.....	Ill.			79	Deputy.....	Ind.		
23	Virginia.....	Ill.			80	Blocher.....	Ind.		
24	Burlingame.....	Ill.			81	Lexington.....	Ind.	297	262
25	Philadelphia.....	Ill.			82	Nabbs.....	Ind.		263
26	Gurney.....	Ill.			83	Marysville.....	Ind.		
27	Ashland.....	Ill.			84	Otisco.....	Ind.		
28	Pleasant Plains.....	Ill.			85	Charlestown.....	Ind.		
29	Richland.....	Ill.			86	Watson.....	Ind.		
30	Farmington.....	Ill.			87	Dyeston.....	Ind.		
31	Bradfordton.....	Ill.			88	New Albany.....	Ind.		
32	Bando.....	Ill.			89				
33	Coal Sheds.....	Ill.			90				
34	Springfield.....	Ill.							
35	Rochester.....	Ill.							
36	Berry.....	Ill.	422	387					
37	Brucknerbridge.....	Ill.		372					
38	Sharpsburg.....	Ill.							
39	Taylorville.....	Ill.							
40	Valma.....	Ill.							
41	Owaneco.....	Ill.							
42	Millersville.....	Ill.							
43	Pana.....	Ill.							
44	Tower Hill.....	Ill.							
45	Lakewood.....	Ill.							
46	Cowden.....	Ill.							
47	Holiday.....	Ill.							
48	Beecher City.....	Ill.							
49	Mecenas.....	Ill.							
50	Altamont.....	Ill.							
51	Gilmore.....	Ill.							
52	Edgewood.....	Ill.							
53	Iola.....	Ill.							
54	Rifle.....	Ill.							
55	Louis.....	Ill.							
Jeffersonville Branch.					91	Jeffersonville.....	Ind.	297	263
Ohio Division.					Hillsboro Branch.				
					92	Westboro.....	Ohio.	250	224
					93	Lynchburg.....	Ohio.		214
					94	Russell.....	Ohio.		
					95	Hillsboro.....	Ohio.		

\*REDUCTION.

For routing, see Pages 67 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7					
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			
THE BALTIMORE AND OHIO RAILROAD CO.—Continued.					THE BALTIMORE AND OHIO RAILROAD CO.—Continued.							
Ohio Division.					Tellico Division.							
Midland Branch.					Main Line.							
1	Grenshaw, Ohio.	339	234	214	64	Dayton, Ohio.	259	224	214			
2	Briggdale, Ohio.											
3	Urban Crest, Ohio.											
4	Grove City, Ohio.											
5	Pleasant Corners, Ohio.											
6	Orion, Ohio.											
7	Dorby, Ohio.											
8	Em, Ohio.											
9	Mt. Sterling, Ohio.											
10	Cork, Ohio.											
11	Madison Mills, Ohio.											
12	Bloomington, Ohio.											
13	Washington C. H., Ohio.											
14	Jasper Mills, Ohio.	264	229	214	Home Avenue Railroad.							
15	Olendon, Ohio.											
16	Salina, Ohio.											
17	Roseville, Ohio.											
18	Malvin, Ohio.											
19	Wilmington, Ohio.											
20	Cuba, Ohio.											
Portsmouth Branch.					National Military Home, Montgomery Co., Ohio.							
21	Baisto Furnace, Ohio.				239	234	214	Tellico Division.				
22	Cephera, Ohio.							Main Line—Continued.				
23	Bonoma, Ohio.							66	Miamishburg, Ohio.	247	212	202
24	Edmund Switch, Ohio.							67	Carle, Ohio.			
25	Bald, Ohio.							68	Post Town, Ohio.			
26	South Webster, Ohio.	69	West Middletown, Ohio.									
27	Bloom Junction, Ohio.	70	Trenton, Ohio.									
28	Rales Creek, Ohio.	71	Overspark, Ohio.									
29	Clare Switch, Ohio.	72	Hamilton, Ohio.									
30	Bar Run Mine, Ohio.	73	Storkton, Ohio.									
31	Elbert, Ohio.	74	Glendale, Ohio.									
32	Fire Brick, Ohio.	75	Woodlawn, Ohio.									
33	Monroe, Ohio.	76	Wyoming, Ohio.									
34	Black Fork, Ohio.	77	Louklund, Ohio.									
35	Oak Hill, Ohio.	78	Maplewood, Ohio.	1234	1109	1180						
36	Clay, Ohio.	79	Hartwell, Ohio.									
37	Camba, Ohio.	80	Carthage, Ohio.									
38	Keynote, Ohio.	81	Steele, Ohio.									
39	Jackson, Ohio.	82	Elmwood Place, Ohio.									
40	Roads (Jackson Co.), Ohio.	83	Tweeddale, Ohio.									
Wellston Branch.							84	Winter Place, Ohio.				
41	Wellston, Ohio.	259	224				214	85	College Hill Junction, Ohio.			
42	State Mills, Ohio.							86	Northside (Cumminsville), Ohio.			
43	Frankfort, Ohio.							87	South Side, Ohio.			
44	Austin, Ohio.							88	Union Stock Yards, Ohio.			
45	Hogies, Ohio.							89	Brighton, Ohio.			
46	Fairview, Ohio.							90	Cincinnati, Ohio.			
47	McLean, Ohio.			91	Vandalia, Ohio.							
48	Washington C. H., Ohio.			92	Tipperrance City, Ohio.							
49	Luray, Ohio.			93	Troy, Ohio.							
50	Counaingham, Ohio.			94	Eldean, Ohio.							
51	Milledgeville, Ohio.			95	Farrington, Ohio.							
52	Octa, Ohio.			96	Piquet, Ohio.							
53	Edgely, Ohio.			97	Kirkwood, Ohio.							
54	Brownport, Ohio.	98	Sidney, Ohio.									
55	Jamestown, Ohio.	99	Swanders, Ohio.									
56	New Jasper, Ohio.	100	Anna, Ohio.									
57	Orphanas Home, Ohio.	101	Belkins, Ohio.									
58	Xenia, Ohio.	102	Wapakoneta, Ohio.									
59	Treblein, Ohio.	103	Cridersville, Ohio.									
60	Alpha, Ohio.	104	Libra, Ohio.									
61	Zimmerman, Ohio.	105	Calre, Ohio.									
62	Lebanon Junction, Ohio.	106	Columbus Grove, Ohio.									
63	Barr, Ohio.	107	Ottawa, Ohio.									
			108	Leipsic, Ohio.								
			109	Leipsic Junction, Ohio.								
			110	Baltimore, Ohio.								

**Special Charge for Use of Team or Bulk Trucks.** The "Team" or "Bulk" Trucks of the B. & O. R. may be used at the option of the B. & O. R. for unloading carload shipments, but special permission must be obtained from agents in each case. When such authority has been granted, a truckage charge of \$2.70 per car will be made in each and every case. This to be in addition to rates named above.

For routing, see Pages 67 to 69

RATES IN CENTS PER TON 2,000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE BALTIMORE AND OHIO RAILROAD CO.—Continued.					CENTRAL INDIANA RAILWAY CO.				
Toledo Division—Continued.					Main Line—Continued.				
1	Deshler..... Ohio.				49	Muncie..... Ind.			
2	Farnhams..... Ohio.				50	Avondale..... Ind.			
3	Custar..... Ohio.				51	Shapiro..... Ind.			
4	Milton..... Ohio.				52	Daleville..... Ind.			
5	Weston..... Ohio.	399	364	239	53	Anderson..... Ind.	330	298	270
6	Tontogany..... Ohio.				54	Bloomer..... Ind.			
7	Haskins..... Ohio.				55	Lapel..... Ind.			
8	Hull Prairie..... Ohio.				56	Durbin..... Ind.			
9	Reactivation..... Ohio.				57	Noblesville..... Ind.			
10	Perrysburg..... Ohio.				58	Westfield..... Ind.			
11	Bates..... Ohio.				59	Eagletown..... Ind.			
12	Rosford..... Ohio.	299	264	239	60	Jolietville..... Ind.	364	329	304
13	East Toledo..... Ohio.				61	Romton..... Ind.			
14	Toledo..... Ohio.				62	Gadsden..... Ind.			
Findlay Branch.					63	Heath..... Ind.			
15	Hancock..... Ohio.				64	Lebanon..... Ind.			
16	Drewsville..... Ohio.				65	Max..... Ind.			
17	McComb..... Ohio.				66	Advance..... Ind.			
18	Conroe..... Ohio.	299	264	239	67	New Ross..... Ind.			
19	Murphy..... Ohio.				68	Ladoga..... Ind.			
20	Chase..... Ohio.				69	Lapland..... Ind.			
21	Findlay..... Ohio.				70	Warland..... Ind.			
Bowling Green Branch.					71	Sand Creek..... Ind.			
22	Bowling Green..... Ohio.				72	East Rockville..... Ind.			
23	Rudolph..... Ohio.				73	Saranac..... Ind.	437	402	387
24	Duest..... Ohio.				74	Umasa..... Ind.			
25	Bays..... Ohio.				75	Walton..... Ind.			
26	Place..... Ohio.	299	264	239	76	Bridgeton..... Ind.			
27	Eberly..... Ohio.				77	Superior..... Ind.			
28	Hammansburg..... Ohio.				78	Carbon..... Ind.			
29	Bassett..... Ohio.				79	Sundown..... Ind.			
30	North Baltimore..... Ohio.				80	Bryson..... Ind.			
Middletown Branch.					81	Brasil..... Ind.	364	329	300
32	Shelby..... Ohio.				THE CHESAPEAKE AND OHIO RAILWAY CO.				
33	Wooddale..... Ohio.				82	Catlettsburg..... Ky.			
34	Rockdale..... Ohio.				83	Mitchell..... Ky.			
35	Le Scoursville..... Ohio.	247	212	202	84	Chaffee..... Ky.			
36	Exello..... Ohio.				85	Williams..... Ky.	204	169	150
37	North Exello..... Ohio.				86	Normal..... Ky.			
38	Middletown..... Ohio.				87	Clyffide..... Ky.			
THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD CO.					88	Hermann..... Ky.			
39	Chicago Heights..... Ill.	354	320	300	89	Norton..... Ky.			
BOYNE CITY, GAYLORD AND ALPENA RAILROAD CO.					90	Ashland..... Ky.			
Main Line.					91	Bellefonte..... Ky.	214	179	150
40	Boyne City..... Mich.				92	Rumell..... Ky.			
41	Moore..... Mich.				93	Wurtland..... Ky.			
42	Boyes Falls..... Mich.				94	Riverton..... Ky.			
43	Spur..... Mich.	438	403	378	95	Greenup..... Ky.			
44	North Elmira..... Mich.				96	Grays Branch..... Ky.			
45	Mosher..... Mich.				97	Edington..... Ky.	216	181	181
46	Hailcock..... Mich.				98	Jameville..... Ky.			
47	Cameron..... Mich.				99	Siloam..... Ky.			
48	Gaylord..... Mich.				100	Frost..... Ky.			
					101	Taylor..... Ky.			
					102	Fallenon..... Ky.			
					103	South Portsmouth..... Ky.			
					104	Kirkville..... Ky.			
					105	Fire Brick..... Ky.			
					106	St. Paul..... Ky.			
					107	Quincy..... Ky.	219	184	184
					108	Lloyd..... Ky.			
					109	Garrison..... Ky.			
					110	Vanceburg..... Ky.			

\*REDUCTION.

For routing, see Pages 67 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE CHESAPEAKE AND OHIO RAILWAY CO.—Continued.					THE CHESAPEAKE AND OHIO RAILWAY CO.—Continued.				
1	Carrs.....Ky.				60	Blountsville.....Ind.			
2	Concord.....Ky.				61	Medford.....Ind.			
3	Trinity.....Ky.				62	Muncie.....Ind.			
4	South Manchester.....Ky.	219	184	164	63	Gaston.....Ind.			
5	Springdale.....Ky.				64	Fowlerton.....Ind.	330	295	270
6	Bates.....Ky.				65	Jonesboro.....Ind.			
7	Fair Grounds.....Ky.				66	Marion.....Ind.			
8	Maysville.....Ky.				67	Sweetser.....Ind.			
9	Brookers.....Ky.				68	Converse.....Ind.			
10	South Ripley.....Ky.				69	Amboy.....Ind.			
11	Dover.....Ky.	221	186	176	70	Santa Fe.....Ind.	335	300	275
12	Augusta.....Ky.				71	Peru.....Ind.			
13	Wellburg.....Ky.				72	Shope.....Ind.			
14	Bradford.....Ky.				73	Hoovers.....Ind.			
15	Porter.....Ky.				74	Holms.....Ind.			
16	Carleton.....Ky.				75	Twelve Mile.....Ind.	364	329	304
17	Ivor.....Ky.				76	Fulton.....Ind.			
18	Davis.....Ky.				77	Kewanna.....Ind.			
19	Mentor.....Ky.				78	Lake Bruce.....Ind.			
20	California.....Ky.				79	Lawton.....Ind.			
21	New Richmond.....Ky.				80	Beardstown.....Ind.			
22	Dan No. 35.....Ky.				81	Lena Park.....Ind.			
23	Osmontia.....Ky.				82	North Judson.....Ind.			
24	Ros.....Ky.	234	109	189	83	English Lake.....Ind.			
25	Malbourne.....Ky.				84	La Crosse.....Ind.			
26	Glen Park.....Ky.				85	Liberty View.....Ind.	364	329	309
27	Stevens.....Ky.				86	Malden.....Ind.			
28	Covey.....Ky.				87	Sevier.....Ind.			
29	Brest.....Ky.				88	Beatrice.....Ind.			
30	Water Works.....Ky.				89	Fatout.....Ind.			
31	Dayton.....Ky.				90	Merrillville.....Ind.			
32	Bellevue.....Ky.				91	Griffith.....Ind.			
33	Newport.....Ky.				92	H. Y. Tower.....Ind.			
34	Covington.....Ky.				93	Hammond.....Ind.			
35	Louisville.....Ky.			239	94	Chicago.....Ill.			
36	Winchester.....Ky.			277	THE CHICAGO AND ALTON RAILROAD CO.				
37	Pine Grove.....Ky.				95	Brighton Park.....Ill.			
38	Colby.....Ky.		321	296	96	Glenn.....Ill.	⊕	⊕	⊕
39	Cheriot.....Ohio.	250	224	214	97	Summit.....Ill.			
40	Bridgetown.....Ohio.				98	Argo.....Ill.			
41	Miami.....Ohio.				99	Willow Springs.....Ill.			
42	Willey's.....Ohio.	271	236	221	100	Lambert.....Ill.			
43	Fernald.....Ohio.				101	Lemont.....Ill.	364	329	309
44	Shandon.....Ohio.				102	Romeo.....Ill.			
45	Omaha.....Ohio.				103	Lockport.....Ill.			
46	Newkirk.....Ohio.	283	248	233	104	Joliet.....Ill.			
47	Pooria.....Ind.				105	Sherman.....Ill.			
48	Raymond.....Ind.				106	Selbytown.....Ill.	422	387	372
49	Bath.....Ind.				107	Williamsville.....Ill.			
50	Cottage Grove.....Ind.				CHICAGO AND EASTERN ILLINOIS RAILWAY CO.				
51	Kitchell.....Ind.				108	Yard Center.....Ill.	4364	4329	4309
52	Wills.....Ind.	206	261	246	109	Haney.....Ill.			
53	Beeson.....Ind.				110	South Holland.....Ill.			
54	Starr.....Ind.								
55	Richmond.....Ind.								
56	Webster.....Ind.	4297	4262	4252					
57	Williamsburg.....Ind.								
58	Economy.....Ind.								
59	Leontville.....Ind.								

## REDUCTION.

Ⓜ Rates to stations on the Chicago and Alton R. R. will not apply in connection with the Grand Trunk R. R.

Ⓜ Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or releases thereof.

Ⓜ For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
CHICAGO AND EASTERN ILLINOIS RAILWAY CO. Continued.					CHICAGO, ATTICA & SOUTHERN RAILWAY COMPANY.				
1	Thornton Junction.....	Ill.			61	La Crosse.....	Ind.		
2	Thornton.....	Ill.			62	Wilders.....	Ind.		
3	Glenwood.....	Ill.			63	Burkes.....	Ind.		
4	Chicago Heights.....	Ill.			64	Dunns.....	Ind.		
5	Steger.....	Ill.			65	Wheatfield.....	Ind.		
6	Crete.....	Ill.			66	Zadoc.....	Ind.		
7	Goodenow.....	Ill.			67	Kinman.....	Ind.		
8	Beecher.....	Ill.			68	Virgie.....	Ind.		
9	Sollitt.....	Ill.			69	Fair Oaks.....	Ind.		
10	Curtis Siding.....	Ill.			70	Kents.....	Ind.		
11	Grant Park.....	Ill.			71	Mt. Ayr.....	Ind.		
12	Monroese.....	Ill.			72	Julian.....	Ind.		
13	Laws Switch.....	Ill.			73	Foreman.....	Ind.		
14	Koster.....	Ill.	364	329 309	74	Percy Junction.....	Ind.		
15	Wichert.....	Ill.			75	Goodland.....	Ind.		
16	Papineau.....	Ill.			76	Wadena.....	Ind.		
17	Marinton.....	Ill.			77	Lochiel.....	Ind.		
18	Pittswood.....	Ill.			78	Barce.....	Ind.		
19	Wataeka.....	Ill.			79	Swanington.....	Ind.		
20	Woodland.....	Ill.			80	Oxford.....	Ind.		
21	Milford.....	Ill.			81	Pine Village.....	Ind.	364 329	
22	Stockland.....	Ill.			82	Chatterton.....	Ind.		
23	Freeland Park.....	Ill.			83	Winthrop.....	Ind.		
24	Wellington.....	Ill.			84	Kickapoo.....	Ind.		
25	Hoopston.....	Ill.			85	Glen Cliff.....	Ind.		
26	Boesville.....	Ind.			86	Attica.....	Ind.		
27	Alvin.....	Ill.			87	Rob Roy.....	Ind.		
28	Bismark.....	Ill.			88	Aylsworth.....	Ind.		
29	West Newell.....	Ill.			89	Stone Bluff.....	Ind.		
30	Danville.....	Ill.			90	Veederburg.....	Ind.		
					91	Yaddo.....	Ind.		
31	Carlier.....	Ill.			92	Kingman.....	Ind.		
32	Kell.....	Ill.			93	Tangier.....	Ind.		
33	Tuxedo.....	Ill.			94	West Union.....	Ind.		
34	Mt. Vernon.....	Ill.			95	West Malcher.....	Ind.		
35	Bakerville.....	Ill.			96	C. & E. I. Crossing.....	Ind.		
36	Boonale.....	Ill.			97	Elmer.....	Ind.		
37	Ina.....	Ill.			98	Pagus.....	Ind.		
38	Whittington.....	Ill.			99	Monroese.....	Ind.		
39	Benton.....	Ill.			100	Beaver City.....	Ind.		
40	West Frankfort.....	Ill.			101	Brook.....	Ind.		
41	Johnston City.....	Ill.			102	Weishars.....	Ind.		
42	Marion.....	Ill.							
43	Hudgens.....	Ill.							
44	Nelson.....	Ill.							
45	Kelley.....	Ill.							
46	Goreville.....	Ill.	422	387 372					
47	Buncombe.....	Ill.							
48	West Vienna.....	Ill.							
49	Cypress.....	Ill.			103	Frederick.....	Ill.		
50	Oberlin.....	Ill.			104	Browning.....	Ill.		
51	Parks.....	Ill.			105	Bader.....	Ill.		
52	Davis.....	Ill.			106	Astoria.....	Ill.	422 387	
53	Ulin.....	Ill.			107	Vermont.....	Ill.		
54	Spencers.....	Ill.			108	Ipava.....	Ill.		
55	Tamm.....	Ill.			109	Lewistown.....	Ill.		
56	Dawleys.....	Ill.			110	Bryant.....	Ill.		
57	Clank.....	Ill.							
58	Olive Branch.....	Ill.							
59	Fayville.....	Ill.							
60	Thobas.....	Ill.							

For routing, see Pages 57 to 59.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
CHICAGO, BURLINGTON & QUINCY RAILROAD CO. Continued.					CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY CO. Continued.				
1	St. David..... Ill.				55	Englewood..... Ill.			
2	Canton..... Ill.	422	387	372	56	Pullman Junction..... Ill.			
3	Table Grove..... Ill.				57	South Deering..... Ill.	⊕	⊕	⊕
4	Adair..... Ill.				58	Hegewisch..... Ill.			
5	Epperson..... Ill.				59	Hammond..... Ind.			
6	Bushnell..... Ill.	434	399	384	60	Munster..... Ill.	*364	*329	*300
7	Prairie City..... Ill.				61	Maynard..... Ill.			
8	Avon..... Ill.				62	Dyer..... Ind.			
9	St. Augustine..... Ill.				63	St. Johns..... Ind.			
10	Abingdon..... Ill.				64	Armour..... Ind.			
11	Hannibal..... Mo.	447	412	397	65	Cedar Lake..... Ind.			
12	Quincy..... Ill.	*434	*399	*384	66	Creston..... Ind.			
CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY CO.					67	Lowell..... Ind.			
13	Michigan City..... Ind.				68	Shelby..... Ind.			
14	Otis..... Ind.				69	Thayer..... Ind.			
15	Westville..... Ind.				70	Rose Lawn..... Ind.	364	329	300
16	Albia..... Ind.				71	Pembroke..... Ind.			
17	Haskells..... Ind.				72	Fair Oaks..... Ind.			
18	Wanatah..... Ind.				73	Parr..... Ind.			
19	South Wanatah..... Ind.				74	Surrey..... Ind.			
20	Schinnels..... Ind.				75	Rensselaer..... Ind.			
21	La Crosse..... Ind.				76	Pleasant Ridge..... Ind.			
22	Wilders..... Ind.				77	McCoyburg..... Ind.			
23	Farm Siding..... Ind.	364	329	309	78	Lee..... Ind.			
24	San Pierre..... Ind.				79	Reynolds..... Ind.			
25	Anthony..... Ind.				80	Smithson..... Ind.			
26	Clarke..... Ind.				81	Chalmers..... Ind.	364	329	300
27	Medaryville..... Ind.				82	Brookston..... Ind.			
28	Francisville..... Ind.				83	Ash Grove..... Ind.			
29	Monon..... Ind.				84	Battle Ground..... Ind.			
30	Guernsey..... Ind.				85	Lafayette..... Ind.			
31	Monticello..... Ind.				C. and W. V. Division.				
32	Pattons..... Ind.				86	Randle..... Ind.			
33	Lennox..... Ind.				87	Dells..... Ind.			
34	Sheets..... Ind.				88	Moody..... Ind.			
35	Pittsburg..... Ind.				89	Lewiston..... Ind.			
36	Delphi..... Ind.				90	Newland..... Ind.			
37	Deer Creek..... Ind.				91	Gifford..... Ind.			
38	Radnor..... Ind.				92	Laura..... Ind.			
39	Ockley..... Ind.				93	McGlinn..... Ind.	364	329	300
40	Owasco..... Ind.				94	Zadoc..... Ind.			
41	Rossville..... Ind.				95	Kersey..... Ind.			
42	Cambris..... Ind.				96	Peace Switch..... Ind.			
43	Frankfort..... Ind.				97	Grape Island..... Ind.			
44	Cyclone..... Ind.	364	329	304	98	Beech Ridge..... Ind.			
45	Kirklin..... Ind.				99	Range Line..... Ind.			
46	Terhune..... Ind.				100	Dinwiddie..... Ind.			
47	Sheridan..... Ind.				101	Becks..... Ind.			
48	Horton..... Ind.				102	Yocky..... Ind.			
49	Westfield..... Ind.				103	Bedford..... Ind.			
50	Carmel..... Ind.				104	Murdock..... Ind.			
51	Nora..... Ind.				105	Peetleess..... Ind.	337	302	287
52	Broad Ripple..... Ind.				106	Logan..... Ind.			
53	Fair Ground..... Ind.				107	Guthrie..... Ind.			
54	Chicago..... Ill.	364	329	309	108	Harrodsburg..... Ind.			
					109	Smithville..... Ind.			
					110	Ketchums..... Ind.			

\*REDUCTION.

⊕ Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or reissues thereof.

For routing, see Pages 67 to 69.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7					
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			
CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY CO. Continued.					CHICAGO, MILWAUKEE AND GARY RAILWAY CO.							
C. and W. V. Division—Continued.												
1	Diamond..... Ind..	337	302	287	45	Yaezer..... Ill..	364	329	300			
2	Sanders..... Ind..				46	Whitaker..... Ill..						
3	Clear Creek..... Ind..				50	Peotons..... Ill..						
4	Livingston..... Ind..				51	Andres..... Ill..						
5	Bloomington..... Ind..				52	Wilson..... Ill..						
6	Taylor..... Ind..	364	329	300	53	Manhattan..... Ill..						
7	South Raab..... Ind..				54	Manhattan Transfer..... Ill..						
8	Romey..... Ind..				55	Baker Switch..... Ill..						
9	Linden..... Ind..				CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY.							
10	Crawfordsville..... Ind..				Main Line.							
11	Whitesville..... Ind..	337	302	287	56	Hunrick..... Ill..	364	329	300			
12	Ladoga..... Ind..				57	Meeks..... Ill..						
13	Carpentersville..... Ind..				58	Waite Siding..... Ill..						
14	Bainbridge..... Ind..				59	Starr..... Ill..						
15	Greencastle..... Ind..				60	Knowles..... Ill..						
16	Limedale..... Ind..	337	302	287	61	Gundy..... Ill..						
17	Putnamville..... Ind..				62	Johannott..... Ill..						
18	Cloverdale..... Ind..				63	Heaton Siding..... Ill..						
19	Wallace Junction..... Ind..				64	Cheneyville..... Ill..						
20	Quincy..... Ind..				65	Greer..... Ill..						
21	Gosport..... Ind..	370	335	310	66	Hallock..... Ill..						
22	Stinesville..... Ind..				67	Stockland..... Ill..						
23	Adams..... Ind..				68	Cutmer..... Ill..						
24	Ellettsville..... Ind..				69	Darrow..... Ill..						
25	Hunters..... Ind..				70	Webster..... Ill..						
CHICAGO, KALAMAZOO AND SAGINAW RAILWAY CO.					71	Nelson..... Ill..	364	329	300			
26	Kalamazoo..... Mich..	370	335	310	72	Hooper..... Ill..						
27	East Cooper..... Mich..				73	Pembroke..... Ill..						
28	Carrolla Pit..... Mich..				74	Doney..... Ill..						
29	Richland Junction..... Mich..				75	Tallmadge..... Ill..						
30	Cresney..... Mich..	385	350	325	76	Abern..... Ill..						
31	Milo..... Mich..				77	Deimar..... Ill..						
32	Delton..... Mich..				78	Fuder..... Ill..						
33	Cloverdale..... Mich..				79	Brock Siding..... Ill..						
34	Ackers Point..... Mich..				80	Polk..... Ill..						
35	Shultz..... Mich..	364	329	300	81	Judy Siding..... Ill..	337	302	287			
36	Hastings..... Mich..				82	Faithorne..... Ill..						
37	Costs Grove..... Mich..				83	Chicago Heights..... Ill..						
38	Woodland..... Mich..				84	Chicago..... Ill..						
39	Woodbury..... Mich..				Main Line.							
THE CHICAGO, LAKE SHORE AND SOUTH BEND RAILWAY COMPANY.					85	Quaker..... Ill..	337	302	287			
40	Miller..... Ind..	364	329	300	86	State Line..... Ind..						
41	Gary..... Ind..				87	West Dana..... Ind..						
42	Calumet..... Ind..				88	Randall..... Ind..						
43	East Chicago..... Ind..				89	St. Bernice..... Ind..						
44	Hammond..... Ind..	364	329	300	90	West Clinton..... Ind..	337	302	287			
45	Burnham..... Ill..				91	Blatford..... Ind..						
46	Hegewisch..... Ill..				92	Bradshaw..... Ind..						
47	Kensington..... Ill..				Branch.							
48		364	329	300	93	New Goshen..... Ind..	337	302	287			
49					94	Maple Grove..... Ind..						
50					95	Clovelly..... Ind..						
51		364	329	300	96	Terre Haute..... Ind..	337	302	287			
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\*REDUCTION.

†Permitted by Interstate Commerce Commission Fourth Section Order No. 7675 of August 4, 1920.

For routing, see Pages 57 to 59.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY Continued.					CHICAGO, PEORIA AND ST. LOUIS RAILROAD COMPANY.				
Branch.									
1	Perkins.....Ind..	337	302	287	51	Hurd.....Ill..			
Main Line.					52	Cody.....Ill..			
2	Spring Hill.....Ind..	337	302	287	53	Curran.....Ill..			
3	Keller.....Ind..				54	Sudduth.....Ill..			
4	Blackhawk.....Ind..				55	Loami.....Ill..			
Branch.					56	Maxwell (Sangamon Co.).....Ill..			
5	Abbott.....Ind..				57	Waverly.....Ill..			
6	Gilmour.....Ind..				58	Rhorey.....Ill..			
7	Hawton.....Ind..	337	302	287	59	Modesto.....Ill..			
8	Glendora.....Ind..				60	Palmyra.....Ill..			
9	Hymers.....Ind..				61	Hettick.....Ill..			
10	Marie.....Ind..				62	Hagaman.....Ill..			
11	Shady Grove.....Ind..				63	Chatterfield.....Ill..			
12	Sullivan.....Ind..				64	Challacombe.....Ill..			
Main Line.					65	Medora.....Ill..	422	387	372
13	Lewis (Vigo Co.).....Ind..				66	Fidelity.....Ill..			
14	Coalmont.....Ind..				67	Jerseyville.....Ill..			
15	Jasonville.....Ind..				68	McClusky.....Ill..			
16	Latta.....Ind..				69	Dow.....Ill..			
17	Midland.....Ind..				70	Beltrees.....Ill..			
18	Vicksburg.....Ind..				71	Lock Haven.....Ill..			
19	Hoozier.....Ind..				72	Clifton Terrace.....Ill..			
20	Linton.....Ind..				73	Hop Hollow.....Ill..			
21	Sponaler.....Ind..				74	Alton.....Ill..			
22	Bee Hunter.....Ind..				75	Federal.....Ill..			
23	Hene.....Ind..	337	302	287	76	Hartford.....Ill..			
24	Averitt.....Ind..				77	Odenburg.....Ill..			
25	Elmora.....Ind..				78	Dale Spur.....Ill..			
26	Odon.....Ind..				79	St. Thomas.....Ill..			
27	Burns City.....Ind..				80	Granite City.....Ill..			
28	Blackenship.....Ind..				81	Madison.....Ill..			
29	Indian Springs.....Ind..				82	East St. Louis.....Ill..			
30	Cale.....Ind..				THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY CO.				
31	Mount Olive.....Ind..				83	Midlothian.....Ill..			
32	Williams (Lawrence Co.).....Ind..				84	Oak Forest.....Ill..	364	329	309
33	Corton.....Ind..				85	Tinley Park.....Ill..			
34	Bedford.....Ind..				86	Melena.....Ill..			
Branch.					87	New Lenox.....Ill..			
35	Oolitic.....Ind..	337	302	287	88	Joliet.....Ill..			
Main Line.					THE CINCINNATI, GEORGE- TOWN AND PORTSMOUTH RAILROAD CO.				
36	Shawswick.....Ind..				89	Coney Island.....Ohio..			
37	Heltonville.....Ind..				90	Cincinnati Water Works.....Ohio..	250	224	214
38	Zelma.....Ind..				91	Mt. Washington.....Ohio..			
39	Norman.....Ind..	337	302	287	92	Ellenora.....Ohio..			
40	Kurtz.....Ind..				93	Forestville.....Ohio..	272	237	227
41	Freetown.....Ind..				94	Mt. Carmel.....Ohio..			
42	Surprise.....Ind..				95	Summerside.....Ohio..			
43	Cordland.....Ind..				96	Glen Eats.....Ohio..			
44	Sardinia.....Ind..				97	Olive Branch.....Ohio..			
45	Alert.....Ind..				98	Lake Allya.....Ohio..			
46	Grammar.....Ind..				99	Brasiers.....Ohio..	284	249	239
47	Elizabethtown.....Ind..	320	285	265	100	Amelia.....Ohio..			
48	Asalia.....Ind..				101	Hamlet.....Ohio..			
49	Paddington.....Ind..				102	Wilcox.....Ohio..			
50	Seymour.....Ind..				103	Hulington.....Ohio..			
					104	South Bantam.....Ohio..			
					105	Swins.....Ohio..			

©Rates to stations on the Chicago, Rock Island & Pacific Railway will not apply in connection with the Grand Trunk R. R.  
For routing, see Pages 87 to 90.

# RATES IN CENTS PER TON 2000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE CINCINNATI, GEORGETOWN AND PORTSMOUTH RAILROAD COMPANY—Continued.					THE CINCINNATI, INDIANAPOLIS AND WESTERN RAILROAD CO. Continued.				
1	Bethel..... Ohio..				57	Cherry Point..... Ill..			
2	Walkers Mills..... Ohio..				58	Garnes..... Ill..			
3	Yancktown..... Ohio..				59	Metcalf..... Ill..			
4	Hamsersville..... Ohio..	254	249	239	60	Hume..... Ill..			
5	North Fossburg..... Ohio..				61	McCown..... Ill..			
6	Sunshine..... Ohio..				62	Newman..... Ill..			
7	Tracy..... Ohio..				63	Murdock..... Ill..			
8	Georgetown..... Ohio..				64	Camargo..... Ill..			
					65	Tuscola..... Ill..			
9	Russellville..... Ohio..	297	292	282	66	Ficklin..... Ill..	384	349	334
					67	Garrett..... Ill..			
THE CINCINNATI, INDIANAPOLIS AND WESTERN RAILROAD CO.					68	Atwood..... Ill..			
10	Belt Line Junction..... Ohio..				69	Pierse..... Ill..			
11	McGonigles..... Ohio..				70	Hammond..... Ill..			
12	Woods..... Ohio..	296	261	246	71	Burrowsville..... Ill..			
13	Oxford..... Ohio..				72	Lintner..... Ill..			
14	College Corner..... Ohio..				73	La Place..... Ill..			
15	Cottage Grove..... Ind..				74	Cammer..... Ill..			
					75	Long Creek..... Ill..			
16	Liberty..... Ind..				76	Decatur..... Ill..			
17	Brownsville..... Ind..				77	Boody..... Ill..			
18	Lyonsville..... Ind..				78	Blackland..... Ill..			
19	Connersville..... Ind..				79	Osbornville..... Ill..			
20	Longwood..... Ind..				80	Mt. Auburn..... Ill..			
21	Glenwood..... Ind..				81	Bolivia..... Ill..			
22	Maury..... Ind..				82	Roby..... Ill..	422	387	372
23	Rushville..... Ind..				83	Buckhart..... Ill..			
24	Arlington..... Ind..				84	Derry Farm..... Ill..			
25	Gwynesville..... Ind..	297	262	253	85	Keys..... Ill..			
26	Morristown..... Ind..				86	East Springfield..... Ill..			
27	Fountaintown..... Ind..				87	Springfield..... Ill..			
28	Reedville..... Ind..				THE CINCINNATI NORTHERN RAILROAD CO.				
29	New Palestine..... Ind..				88	Franklin..... Ohio..	247	212	202
30	Juliette..... Ind..				89	Park..... Ohio..			
31	Irrington..... Ind..				90	Carlisle Junction..... Ohio..			
32	Indianapolis..... Ind..				91	Carlisle..... Ohio..			
33	Moorefield..... Ind..				92	Wiggins Quarry..... Ohio..			
34	Speedway..... Ind..				93	Germanstown..... Ohio..	272	237	227
					94	Farmersville..... Ohio..			
35	Tilden..... Ind..				95	Ingomar..... Ohio..			
36	Maplewood..... Ind..	337	302	287	96	West Alexandria..... Ohio..			
37	Montclair..... Ind..				97	Stone Siding..... Ohio..	296	261	245
38	North Salem..... Ind..				98	Lewinsburg..... Ohio..			
39	Barnard..... Ind..				99	West Manchester..... Ohio..			
40	Roadside..... Ind..				100	Castine..... Ohio..			
					101	Savona..... Ohio..			
41	Raccoon..... Ind..				102	Ft. Jefferson..... Ohio..			
42	Russellville..... Ind..				103	Greenville..... Ohio..			
43	Milligan..... Ind..				104	D. & U. Crowing..... Ohio..			
44	Guion..... Ind..				105	Muskers..... Ohio..	318	283	258
45	Marshall..... Ind..				106	Ansonia..... Ohio..			
46	Bloomingsdale..... Ind..	4337	4302	4287	107	Romberg..... Ohio..			
47	Melcher..... Ind..				108	New Weston..... Ohio..			
48	West Melcher..... Ind..				109	Gilberts..... Ohio..			
49	Montezuma..... Ind..				110	St. Henry..... Ohio..			
50	Hillsdale..... Ind..				111	Coldwater..... Ohio..			
51	Hollowell..... Ind..				112	Celina..... Ohio..			
52	Dana..... Ind..								
53	West Dana..... Ind..								
54	Raven..... Ill..	364	320	309					
55	Scotland..... Ill..								
56	Christiana..... Ill..								

\*REDUCTION.

For routing, see Pages 67 to 89.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE CINCINNATI NORTHERN RAILROAD CO.—Continued.					THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued.				
1	Tama.....Ohio..				56	Cuborn.....Ohio..			
2	Rockford.....Ohio..				57	Ehon.....Ohio..			
3	Ohio City.....Ohio..				58	Cold Springs.....Ohio..			
4	Van Wert.....Ohio..				59	Moore Quarries.....Ohio..			
5	Cavett.....Ohio..				60	Mill Quarries.....Ohio..			
6	Scott.....Ohio..				61	Springfield.....Ohio..			
7	Haviland.....Ohio..				62	Lagoda.....Ohio..			
8	Latty.....Ohio..				63	Moorefield.....Ohio..			
9	Paulding.....Ohio..				64	Catawba.....Ohio..	269	234	214
10	Cecil.....Ohio..				65	Mechanicsburg.....Ohio..			
11	Sherwood.....Ohio..				66	Irwin.....Ohio..			
12	Moats.....Ohio..				67	Millford Center.....Ohio..			
13	Ney.....Ohio..				68	West Marysville.....Ohio..			
14	Burt Siding.....Ohio..				69	Marysville.....Ohio..			
15	Bryan Transfer.....Ohio..				70	New Dover.....Ohio..			
16	Polaski.....Ohio..	330	295	270	71	Outrander.....Ohio..			
17	West Unity.....Ohio..				72	White Sulphur.....Ohio..			
18	Alvordton.....Ohio..				73	Scioto.....Ohio..			
19	Waldron.....Mich..				C. & S. Branch.				
20	Fraterville.....Mich..				74	Brooks.....Ohio..			
21	Hudson.....Mich..				75	Plattsburg.....Ohio..			
22	Rubin.....Mich..				76	West London.....Ohio..			
23	Manitou Beach.....Mich..				77	London.....Ohio..			
24	Addison Junction.....Mich..				78	Lilly Chapel.....Ohio..	269	234	214
25	Cement City.....Mich..				79	Georgetown.....Ohio..			
26	Clark's Lake.....Mich..				80	Galloways.....Ohio..			
27	Payne.....Mich..				81	Avenue.....Ohio..			
28	Ackerson Lake.....Mich..				82	Miami Crossing.....Ohio..			
29	Jackson.....Mich..				Cleveland Division.				
THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.					83	Cleveland.....Ohio..			
Cincinnati Division.					84	Landsale.....Ohio..			
31	Cincinnati.....Ohio..				85	Berea.....Ohio..			
32	Brighton.....Ohio..				86	West View.....Ohio..			
33	St. Bernard.....Ohio..				87	Columbus.....Ohio..			
34	Elmwood Place.....Ohio..				88	North Easton.....Ohio..			
35	Longview.....Ohio..				89	Grafton.....Ohio..			
36	Carthage.....Ohio..	1234	1199	1180	90	LaGrange.....Ohio..			
37	Edgemont.....Ohio..				91	Wellington.....Ohio..	299	264	239
38	Hartwell.....Ohio..				92	Rochester.....Ohio..			
39	Arlington Heights.....Ohio..				93	New London.....Ohio..			
40	Lockland.....Ohio..				94	Greenwich.....Ohio..			
41	Evendale.....Ohio..				95	Shiloh.....Ohio..			
42	Sharonville.....Ohio..				96	Shelby.....Ohio..			
43	Gano.....Ohio..				97	Vernon.....Ohio..			
44	West Chester.....Ohio..				98	Crestline.....Ohio..			
45	Mauds.....Ohio..				99	Galion.....Ohio..			
46	Hughes.....Ohio..				100	St. James.....Ohio..			
47	Kyle.....Ohio..	247	212	202	101	Edison.....Ohio..			
48	Moore.....Ohio..				Mt. Gilead Branch.				
49	Middletown.....Ohio..				102	Mt. Gilead.....Ohio..	239	224	214
50	Franklin.....Ohio..				Main Line.				
51	Miamisburg.....Ohio..				103	Cardington.....Ohio..			
52	West Carrollton.....Ohio..				104	Ashley.....Ohio..			
53	Moraine.....Ohio..				105	Leonsardsburg.....Ohio..			
54	South Dayton.....Ohio..	259	224	214					
55	Dayton.....Ohio..								
56	Wilbur Wright Station.....Ohio..								

Special Charge for Use of Team or Bulk Tracks. The "Team" or "Bulk" Tracks of the C. C. C. & St. L. Ry. may be used at the option of the C. C. C. & St. L. Ry. for unloading carload shipments, but special permission must be obtained from agents in each case. When such authority has been granted, a trackage charge of \$2.70 per car will be made in each and every case. This to be in addition to rates named above.

For routing, see Pages 67 to 99.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 8 and 9			
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6	
THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued.					THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued.					
Cleveland Division—Continued.					St. Louis Division.					
1	Delaware..... Ohio..	247	212	202	58	Perth..... Ind..				
2	Perash..... Ohio..				59	Coal Bluff..... Ind..				
3	Lewis Center..... Ohio..				60	Fontanet..... Ind..	337	302	287	
4	Flint..... Ohio..				61	Burnett..... Ind..				
5	Worthington..... Ohio..				62	Forest..... Ind..				
6	North Broadway..... Ohio..				63	Terre Haute..... Ind..				
Indianapolis Division.					64	St. Mary of the Woods..... Ind..				
7	Marion..... Ohio..	204	230	230	65	Sanford..... Ind..	364	320	306	
8	Caledonia..... Ohio..				66	Vermilion..... Ind..				
9	Marion..... Ohio..	209	234	214	67	Paris..... Ind..				
10	Longville..... Ohio..	209	264	230	68	Midland..... Ind..				
11	Agosta..... Ohio..				69	Centerville..... Ind..				
12	La Rue..... Ohio..				70	Dudley..... Ind..				
13	Marsh's..... Ohio..				71	Kanawha..... Ind..	384	349	334	
14	Mt. Victory..... Ohio..				72	Ashmore..... Ind..				
15	Ridgeway..... Ohio..				73	Embarass..... Ind..				
16	Big Springs..... Ohio..				74	Charleston..... Ind..				
17	Rushsylvania..... Ohio..				75	Lena..... Ind..				
18	Harper..... Ohio..				76	Mattison..... Ind..				
19	Gretus..... Ohio..				77	Cays..... Ind..				
20	DeGraff..... Ohio..				78	Windsor..... Ind..				
21	Quincy..... Ohio..				79	Madisonville..... Ind..				
22	Pemberton..... Ohio..				80	Chillicothe..... Ind..				
23	Sidney..... Ohio..				81	Tower Hill..... Ind..				
24	Hardin..... Ohio..	306	271	246	82	Pana..... Ind..	422	387	372	
25	Dawson..... Ohio..				83	Rossford..... Ind..				
26	Houston..... Ohio..				84	Oshtemo..... Ind..				
27	Russia..... Ohio..				85	Nokomis..... Ind..				
28	Versailles..... Ohio..				86	Witt..... Ind..				
29	Dawn..... Ohio..	318	283	258	87	Irving..... Ind..				
30	Ansonia..... Ohio..				88	Hillsboro..... Ind..				
31	Elroy..... Ind..				Old Line.					
32	Union City..... Ind..				89	Butler..... Ind..				
33	Harrisville..... Ind..				90	Litchfield..... Ind..				
34	Winchester..... Ind..				91	Hornaby..... Ind..				
35	Farmland..... Ind..	330	295	270	92	Gillespie..... Ind..				
36	Parker City..... Ind..				93	Dorchester..... Ind..	422	387	372	
37	Selma..... Ind..				94	Bunker Hill..... Ind..				
38	Muncie..... Ind..				95	Dovey's..... Ind..				
39	Yorktown..... Ind..				96	Moro..... Ind..				
40	Deleville..... Ind..				97	Bethalto..... Ind..				
41	Chesterfield..... Ind..				98	East Alton..... Ind..				
42	Pendleton..... Ind..				99	Wood River..... Ind..				
43	Ingalls..... Ind..				Alton Branch.					
44	Fortville..... Ind..				100	Alton..... Ind..	422	387	372	
45	McCordsville..... Ind..				Old Line.					
46	Oaklandon..... Ind..				101	South Wood River..... Ind..				
47	Fort Benjamin Harrison..... Ind..				102	Lake View..... Ind..	422	387	372	
48	Lawrence..... Ind..				103	Mitchell..... Ind..				
St. Louis Division.					Main Line.					
49	Avon..... Ind..	337	302	287	104	Livingston..... Ind..				
50	Danville..... Ind..				105	Nomeki..... Ind..				
51	Hadley..... Ind..				106	Granite City..... Ind..	422	387	372	
52	Beno..... Ind..				107	Madison..... Ind..				
53	Pillmore..... Ind..				108	National Stock Yards..... Ind..				
54	Greencastle..... Ind..				109	East St. Louis..... Ind..				
55	Fern..... Ind..									
56	Lena..... Ind..									
57	Carbon..... Ind..									

For routing, see Pages 67 to 69.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued. Chicago Division, East.					THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued. Main Line.				
1	Salemville..... Ohio.				49	London..... Ind.			
2	Deli..... Ohio.				50	Brookfield..... Ind.			
3	Fern Bank..... Ohio.				51	Acton..... Ind.	297	262	262
4	Addyston..... Ohio.	224	199	189	52	Galland..... Ind.			
5	Griffith..... Ohio.				53	Beech Grove..... Ind.			
6	North Bend..... Ohio.				54	Indianapolis..... Ind.			
7	Circleville..... Ohio.				Chicago Division, West.				
8	Valley Junction..... Ohio.				55	Augusta..... Ind.			
9	Elizabethtown..... Ohio.	259	224	214	56	Zionsville..... Ind.			
10	Lawrenceburg Junction..... Ind.				57	Whitestown..... Ind.			
L. & A. Branch.					58	Lebanon..... Ind.			
11	Lawrenceburg..... Ind.				59	Hanover..... Ind.			
12	Greendale..... Ind.	230	224	214	60	Thornstown..... Ind.	264	229	204
13	Aurora..... Ind.				61	Colfax..... Ind.			
Main Line.					62	Clark's Hill..... Ind.			
14	Guilford..... Ind.				63	Stockwell..... Ind.			
15	Bonwell..... Ind.				64	Crane..... Ind.			
16	Wadsworth..... Ind.				65	Altamont..... Ind.			
17	Bunton..... Ind.				66	Lafayette..... Ind.			
18	Spades..... Ind.								
19	Morris..... Ind.				67	Templeton..... Ind.			
20	Batesville..... Ind.				68	Atkinson..... Ind.			
21	New Point..... Ind.				69	Swanton..... Ind.			
22	McCoy..... Ind.	297	262	262	70	Fowler..... Ind.			
23	Greenburg..... Ind.				71	Gravel Hill..... Ind.			
24	Adams..... Ind.				72	Earl Park..... Ind.			
25	Mondak..... Ind.				73	Shelf..... Ind.	264	229	209
26	St. Paul..... Ind.				74	Rush..... Ind.			
27	Waldron..... Ind.				75	Sheldon..... Ind.			
28	Presenti..... Ind.				76	Irvington..... Ind.			
29	Shelbyville..... Ind.				77	Donerick..... Ind.			
30	Fairland..... Ind.				78	Reverie..... Ind.			
C. H. & G. Branch.					79	St. Ann..... Ind.			
31	Ewington..... Ind.				80	Arroma Park..... Ind.			
32	Burrows..... Ind.				81	Kankakee..... Ind.			
33	Rough..... Ind.	297	262	262					
34	Hope..... Ind.				82	Harvey..... Ind.			
35	Nortonburg..... Ind.				83	Riverdale..... Ind.			
36	Lambert..... Ind.				84	West Pullman..... Ind.			
37	Columbus..... Ind.				85	Rice Island..... Ind.			
Chicago Division, East. Continued.					86	Kensington..... Ind.			
F. F. & M. Branch.					87	Burnside..... Ind.	264	229	209
38	Boggs..... Ind.				88	Grand Crossing..... Ind.			
39	Northham..... Ind.				89	South Chicago..... Ind.			
40	Urbana..... Ind.				90	Cheltenham..... Ind.			
41	Franklin..... Ind.				91	Windsor Park..... Ind.			
42	Branch..... Ind.	297	262	262	92	Hyde Park..... Ind.			
43	Trafalgar..... Ind.								
44	Hammer..... Ind.				93	Chicago..... Ind.	264	229	209
45	Morgantown..... Ind.				K. & S. Ry. Branch.				
46	Maharville..... Ind.				94	Benford..... Ind.			
47	Taggart..... Ind.				95	Fredericks..... Ind.			
48	Martinsville..... Ind.				96	Emery..... Ind.	271	236	221
					97	Center..... Ind.			
					98	Carden..... Ind.			
					99	Booth..... Ind.			
					100	Mason..... Ind.			
					101	Waukegan..... Ind.			
					102	Langham..... Ind.	284	249	234
					103	Seneca..... Ind.			

Applied rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or releases thereof.  
 Special Charge for Use of Team or Bulk Trucks. The "Team" or "Bulk" Trucks of the C. C. & St. L. Ry. may be used at the option of the C. C. & St. L. Ry. for unloading carload shipments, but special permission must be obtained from agents in each case. When such authority has been granted, a truckage charge of \$2.70 per car will be made in each and every case. This to be in addition to rates named above.  
 For routing, see Pages 87 to 96.



Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 8 and 9		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued. Michigan Division. Main Line—Continued.					THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued. P. & E. Railway, West.				
1	Benton Harbor..... Mich.				50	Peoria..... Ill.			
2	Bloomington..... Mich.				60	Pekin..... Ill.			
3	Hartman..... Mich.				61	Leola..... Ill.			
4	Eau Claire..... Mich.				62	Tremont..... Ill.			
5	Berrien Center..... Mich.				63	Monroe..... Ill.			
6	Harlan Siding..... Mich.				64	Mackinaw..... Ill.			
7	Farland..... Mich.	385	380	325	65	Lilly..... Ill.			
8	Niles..... Mich.				66	Woodruff..... Ill.			
9	Deer Siding..... Mich.				67	Danvers..... Ill.			
10	Granger..... Ind.				68	Twin Grove..... Ill.			
11	Bellevue..... Ind.				69	Bloomington..... Ill.			
12	Elkhart..... Ind.				70	Gillum..... Ill.			
13	Dunlap..... Ind.				71	Downs..... Ill.			
14	Goshen..... Ind.				72	Ford Woods..... Ill.			
15	New Paris..... Ind.				73	LeRoy..... Ill.			
16	Millford Junction..... Ind.				74	Empire..... Ill.	384	349	334
17	Millford..... Ind.				75	Watkins..... Ill.			
18	Deer..... Ind.				76	Farmer City..... Ill.			
19	Lewistown..... Ind.				77	Harris..... Ill.			
20	Warsaw..... Ind.	350	315	290	78	Mansfield..... Ill.			
21	Rosalia..... Ind.				79	Mahomet..... Ill.			
22	Claypool..... Ind.				80	Rising..... Ill.			
23	Silver Lake..... Ind.				81	Champaign..... Ill.			
24	Rose Hill..... Ind.				82	Urbana..... Ill.			
25	North Manchester..... Ind.				83	Mayview..... Ill.			
26	Bohler..... Ind.				84	St. Joseph..... Ill.			
27	Urbana..... Ind.				85	Glover..... Ill.			
28	Speicher..... Ind.				86	Ogden..... Ill.			
29	Wabash..... Ind.				87	Rumpler..... Ill.			
30	Trenton..... Ind.	335	300	275	88	Fithian..... Ill.			
31	La Fontaine..... Ind.				89	Muncie..... Ill.			
32	Fox's..... Ind.				90	Brunson..... Ill.			
33	Marion..... Ind.				91	Oakwood..... Ill.			
34	Jonesboro..... Ind.				92	Hilliary..... Ill.			
35	Fairmount..... Ind.								
36	Summitville..... Ind.				93	Danville..... Ill.			
37	Alexandria..... Ind.	330	295	270	94	Danville Junction..... Ill.			
38	Liswood..... Ind.				95	Foster..... Ind.			
39	Anderson..... Ind.				96	Kern..... Ind.			
40	Allamore..... Ind.				97	Covington..... Ind.			
41	Emporia..... Ind.				98	Palmerston..... Ind.			
42	Markleville..... Ind.				99	Layton..... Ind.			
43	Shirley..... Ind.				100	Veederburg..... Ind.			
44	Knightstown..... Ind.				101	Hillsborough..... Ind.			
45	Carthage..... Ind.				102	Range Road..... Ind.	364	329	300
46	Farmer..... Ind.				103	Waynesboro..... Ind.			
47	Henderson..... Ind.				104	Tile Siding..... Ind.			
48	Rushville..... Ind.				105	Crawfordsville..... Ind.			
49	Midway..... Ind.				106	Crawfordsville Junction..... Ind.			
50	Williamstown..... Ind.	267	262	255	107	Linnburg..... Ind.			
51	Sandusky..... Ind.				108	New Rose..... Ind.			
52	C. H. & G. Junction..... Ind.				109	Jamestown..... Ind.			
53	Horse..... Ind.				110	Liston..... Ind.			
54	Letty's..... Ind.				111	Pittsburg..... Ind.			
55	Westport..... Ind.				112	Brownburg..... Ind.			
56	Harper..... Ind.								
57	Brewersville..... Ind.				113	Clermont..... Ind.	364	329	304
58	North Vernon..... Ind.				114	Indiana Girls School..... Ind.			
					115	Speedway..... Ind.	297	262	252

For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

No.	TO	From Station Named on Page 6 and 7			No.	TO	From Station Named on Page 6 and 7		
		St. Louis	St. Paul	St. Louis			St. Paul	St. Louis	St. Paul
<b>THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued.</b> <b>P. &amp; E. Railway, East.</b>					<b>DETROIT AND MICHIGAN RAILWAY CO.</b> <b>Main Line.</b>				
1	St. Louis	Ind.			54	North Bay City	Mich.		
2	St. Louis	Ind.			55	Lewistown	Mich.	413	275
3	St. Louis	Ind.			56	Lawrence	Mich.		
4	St. Louis	Ind.			57	Lawrence	Mich.		
5	St. Louis	Ind.			58	Lawrence	Mich.		
6	St. Louis	Ind.			59	Lawrence	Mich.		
7	St. Louis	Ind.			60	Lawrence	Mich.		
8	St. Louis	Ind.			61	Lawrence	Mich.		
9	St. Louis	Ind.			62	Lawrence	Mich.		
10	St. Louis	Ind.			63	Lawrence	Mich.		
11	St. Louis	Ind.			64	Lawrence	Mich.		
12	St. Louis	Ind.			65	Lawrence	Mich.		
13	St. Louis	Ind.			66	Lawrence	Mich.		
14	St. Louis	Ind.			67	Lawrence	Mich.		
15	St. Louis	Ind.			68	Lawrence	Mich.		
16	St. Louis	Ind.			69	Lawrence	Mich.		
17	St. Louis	Ind.			70	Lawrence	Mich.		
18	St. Louis	Ind.			71	Lawrence	Mich.		
19	St. Louis	Ind.			72	Lawrence	Mich.		
20	St. Louis	Ind.			73	Lawrence	Mich.		
21	St. Louis	Ind.			74	Lawrence	Mich.		
22	St. Louis	Ind.			75	Lawrence	Mich.		
23	St. Louis	Ind.			76	Lawrence	Mich.		
24	St. Louis	Ind.			77	Lawrence	Mich.		
25	St. Louis	Ind.			78	Lawrence	Mich.		
26	St. Louis	Ind.			79	Lawrence	Mich.		
27	St. Louis	Ind.			80	Lawrence	Mich.		
28	St. Louis	Ind.			81	Lawrence	Mich.		
29	St. Louis	Ind.			82	Lawrence	Mich.		
30	St. Louis	Ind.			83	Lawrence	Mich.		
31	St. Louis	Ind.			84	Lawrence	Mich.		
32	St. Louis	Ind.			85	Lawrence	Mich.		
33	St. Louis	Ind.			86	Lawrence	Mich.		
34	St. Louis	Ind.			87	Lawrence	Mich.		
35	St. Louis	Ind.			88	Lawrence	Mich.		
36	St. Louis	Ind.			89	Lawrence	Mich.		
37	St. Louis	Ind.			90	Lawrence	Mich.		
38	St. Louis	Ind.			91	Lawrence	Mich.		
39	St. Louis	Ind.			92	Lawrence	Mich.		
40	St. Louis	Ind.			93	Lawrence	Mich.		
41	St. Louis	Ind.			94	Lawrence	Mich.		
42	St. Louis	Ind.			95	Lawrence	Mich.		
43	St. Louis	Ind.			96	Lawrence	Mich.		
44	St. Louis	Ind.			97	Lawrence	Mich.		
45	St. Louis	Ind.			98	Lawrence	Mich.		
46	St. Louis	Ind.			99	Lawrence	Mich.		
47	St. Louis	Ind.			100	Lawrence	Mich.		
48	St. Louis	Ind.							
<b>DAYTON AND UNION RAILROAD CO.</b>					<b>Main Line.</b>				
49	St. Louis	Ind.			101	Lawrence	Mich.		
50	St. Louis	Ind.			102	Lawrence	Mich.		
51	St. Louis	Ind.			103	Lawrence	Mich.		
52									

For results, see Pages 67 to 68.

	TO	From Station Named on Pages 6 and 7				TO	From Station Named on Pages 6 and 7		
		St. J.	St. L.	St. P.			St. J.	St. L.	St. P.
<b>DETROIT AND MACKINAC RAILWAY CO.—Continued.</b>									
<b>Main Line—Continued.</b>									
1	Wardland	Mich.							
2	Albia	Mich.	451	418	381				
3	Chetek	Mich.							
<b>As Glee Branch.</b>									
4	As Glee	Mich.	451	390	385				
<b>Hillman Branch.</b>									
5	Empton	Mich.							
6	Empton	Mich.	451	401	378				
7	Lac Seul	Mich.							
8	Bellevue	Mich.							
9	Hillman	Mich.							
<b>Rogers City Branch.</b>									
10	Lake	Mich.							
11	Calumet	Mich.	451	401	378				
12	Rogers City	Mich.							
<b>Marquette Branch.</b>									
13	Marquette	Mich.	451	418	361				
<b>Indian River Branch.</b>									
14	LaCrosse	Mich.	451	418	361				
<b>As Lake River Division.</b>									
15	Condo Dam	Mich.							
16	Condo	Mich.							
17	Condo	Mich.	451	401	378				
18	Condo	Mich.							
19	Condo	Mich.							
20	Condo	Mich.							
<b>THE DETROIT AND TOLEDO SHORE LINE RAILROAD CO.</b>									
21	Long	Ohio.							
22	Vander	Mich.							
23	Condon	Mich.							
24	Marquette	Mich.							
25	Marquette	Mich.							
26	Marquette	Mich.							
27	Marquette	Mich.							
28	Marquette	Mich.							
29	Marquette	Mich.							
30	Marquette	Mich.							
31	Marquette	Mich.							
32	Marquette	Mich.							
33	Marquette	Mich.							
34	Marquette	Mich.							
35	Marquette	Mich.							
36	Marquette	Mich.							
37	Marquette	Mich.							
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43	Marquette	Mich.							
44	Marquette	Mich.							
45	Marquette	Mich.							
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91	Marquette	Mich.							
92	Marquette	Mich.							
93	Marquette	Mich.							
94	Marquette	Mich.							
95	Marquette	Mich.							
96	Marquette	Mich.							
97	Marquette	Mich.							
98	Marquette	Mich.							
99	Marquette	Mich.							
100	Marquette	Mich.							

Maximum load allowance for transportation over the Au Sable River Division is 10,000 pounds net weight. The maximum gross weight of car and loading allowed is 100,000 pounds. Cars in excess of these weights will not be handled. For rating, see Pages 87 to 90.

RATE IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7					
		Group No. 1 and 2	Group No. 3 and 4	Group No. 5 and 6			Group No. 1 and 2	Group No. 3 and 4	Group No. 5 and 6			
DETROIT, TOLEDO AND IRONTON RAILROAD CO. Continued.					DETROIT, TOLEDO AND IRONTON RAILROAD CO. Continued. Kingman Branch.							
1	Tremont City.....	Ohio.....			59	Bedford.....	Ohio.....					
2	Byer.....	Ohio.....			60	Buchwalter.....	Ohio.....					
3	Thackery.....	Ohio.....			61	Octa.....	Ohio.....					
4	Darwin.....	Ohio.....			62	Peaslee.....	Ohio.....	262	247			
5	St. Paul.....	Ohio.....			63	Reverville.....	Ohio.....					
6	St. Paul.....	Ohio.....			64	Port William.....	Ohio.....					
7	Quincy.....	Ohio.....			65	Ogden.....	Ohio.....					
8	Maplewood.....	Ohio.....			66	McKays.....	Ohio.....					
9	Jackson Center.....	Ohio.....			67	Kingman.....	Ohio.....					
10	Gary.....	Ohio.....	299	264	239	EAST BANK MISSISSIPPI RIVER POINTS. Proportional rates applicable on shipments destined to points west of the west bank of the Mississippi River.						
11	St. John.....	Ohio.....			Deliver by Point							
12	St. John.....	Ohio.....			P. & G.							
13	Unionville.....	Ohio.....			68	East Clinton.....	Ill. C. & N. W.					
14	Unionville.....	Ohio.....			69	East Burlington.....	Ill. C. & N. W.					
15	Lima.....	Ohio.....			70	East Hannibal.....	Ill. C. & N. W.					
16	East Lima.....	Ohio.....			71	Quincy.....	Ill. C. & N. W.	427	387			
17	Cairo.....	Ohio.....			72	Kettlingburg.....	Ill. C. & N. W.					
18	Columbus Grove.....	Ohio.....			73	East Dubuque.....	Ill. C. & N. W.					
19	Ottawa.....	Ohio.....			74	East Fort Madison.....	Ill. C. & N. W.					
20	Laurel.....	Ohio.....			75	Rock Island.....	Ill. C. & N. W.					
21	Prentiss.....	Ohio.....			76	Baraboo.....	Ill. C. & N. W.					
22	Gallup.....	Ohio.....	312	277	282	EAST JORDAN & SOUTHERN RAILROAD CO.						
23	Haver.....	Ohio.....			77	Bedford.....	Mich.....					
24	Malone.....	Ohio.....			78	Farmdale.....	Mich.....					
25	Napoleon.....	Ohio.....			79	Hitchcock.....	Mich.....	436	403			
26	Gerald.....	Ohio.....			80	Chatham.....	Mich.....					
27	Nashville.....	Ohio.....			81	Marble.....	Mich.....					
28	Wasson.....	Ohio.....			82	St. Elmo.....	Mich.....					
29	Ottawa.....	Ohio.....	330	265	260	83	East Jordan.....	Mich.....				
30	Oak Bluffs.....	Ohio.....			DELOIN, JOLIET AND EAST-ERN RAILWAY CO.							
31	Unionville.....	Ohio.....			84	Porter.....	Ind.....					
32	St. Paul.....	Ohio.....			85	Crocker.....	Ind.....					
33	St. Paul.....	Ohio.....			86	McCool.....	Ind.....					
34	St. Paul.....	Ohio.....			87	Reber.....	Ind.....					
35	St. Paul.....	Ohio.....			88	Griffith.....	Ind.....					
36	St. Paul.....	Ohio.....			89	Hortonsdale.....	Ind.....					
37	St. Paul.....	Ohio.....			90	Dyer.....	Ind.....					
38	St. Paul.....	Ohio.....			91	Chicago Heights.....	Ind.....					
39	St. Paul.....	Ohio.....			92	Mattoon.....	Ind.....					
40	St. Paul.....	Ohio.....			93	Frankford.....	Ind.....					
41	St. Paul.....	Ohio.....			94	Brinsford.....	Ind.....					
42	St. Paul.....	Ohio.....			95	East Joliet.....	Ind.....					
43	St. Paul.....	Ohio.....			96	Joliet.....	Ind.....	364	329			
44	St. Paul.....	Ohio.....			97	Burlington.....	Ind.....					
45	St. Paul.....	Ohio.....			98	Stoughton.....	Ind.....					
46	St. Paul.....	Ohio.....			99	Gary.....	Ind.....					
47	St. Paul.....	Ohio.....			100	South Chicago.....	Ind.....					
48	St. Paul.....	Ohio.....			101	Van Leu.....	Ind.....					
49	St. Paul.....	Ohio.....			102	Indianapolis.....	Ind.....					
50	St. Paul.....	Ohio.....			103	Caranough.....	Ind.....					
51	St. Paul.....	Ohio.....			104	Sharon.....	Ind.....					
52	St. Paul.....	Ohio.....			105	Whiting.....	Ind.....					
53	St. Paul.....	Ohio.....			106	Palmer.....	Ind.....					
54	St. Paul.....	Ohio.....			107	Hammond.....	Ind.....					
Toledo Division.					108	East Hammond.....	Ind.....					
55	Fortuna.....	Mich.....	320	285	260	109	State Line.....	Ind.....				
56	Lambertville.....	Mich.....			110	South Chicago (with Ill.).....	Ind.....					
57	St. Anthony.....	Mich.....			111	Indiana Harbor.....	Ind.....					
58	Perreburg.....	Mich.....			112	East Chicago.....	Ind.....					

© Rates to stations on the Elgin, Joliet & Eastern Railway, will not apply in connection with the Grand Trunk R. R.  
For routing, see Pages 67 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 8 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
ERIE & MICHIGAN RAILWAY & NAVIGATION CO.					ERIE RAILROAD CO. Continued.				
1	Rubicon..... Mich.	425	390	365	61	Watt's Flats..... N. Y.			
2	Oriskany..... Mich.				62	Noble..... N. Y.			
3	Elkford..... Mich.				63	Bear Lake..... Pa.			
4	Albion..... Mich.	*425	*390	*365	64	Lottville..... Pa.			
ERIE RAILROAD CO.					65	Columbus..... Pa.			
5	Little Valley..... N. Y.				66	Corry..... Pa.			
6	Cattaraugus..... N. Y.				67	Union City..... Pa.			
7	Perry..... N. Y.				68	Mill Village..... Pa.			
8	Perryburg..... N. Y.				69	Millers..... Pa.			
9	Smith's Mill..... N. Y.	382	348	325	70	Cambridge Spring..... Pa.			
10	Forestville..... N. Y.				71	Yenango..... Pa.			
11	Sharon..... N. Y.				72	Sugartown..... Pa.			
12	Dunkirk..... N. Y.				73	Meadville..... Pa.	262	248	225
13	Lewiston..... N. Y.				74	Shaw..... Pa.			
14	Town Line..... N. Y.				75	Cochran..... Pa.			
15	Marilla..... N. Y.				76	Carlton..... Pa.			
16	Adrian..... N. Y.				77	Utica..... Pa.			
17	Darien Center..... N. Y.				78	Sugar Creek..... Pa.			
18	Greenville..... N. Y.				79	Franklin..... Pa.			
19	Attica..... N. Y.				80	Renovo..... Pa.			
20	Alexander..... N. Y.				81	Oil City..... Pa.			
21	Batavia..... N. Y.				82	Geneva..... Pa.			
22	Stafford..... N. Y.				83	Stony Point..... Pa.			
23	Lewiston..... N. Y.	423	386	378	84	Atlantic..... Pa.			
24	Line Rock..... N. Y.				85	Amasa..... Pa.			
25	Caladonia..... N. Y.				86	Greenville..... Pa.			
26	Aven..... N. Y.				87	Shenango..... Pa.	312	277	267
27	West Henrietta..... N. Y.				88	Transfer..... Pa.			
28	Mutimer..... N. Y.				89	Orangeville..... Ohio			
29	Rochester..... N. Y.				90	Burghill..... Ohio			
30	St. Morris..... N. Y.				91	Cortland..... Ohio			
31	Suppression Bridge..... N. Y.				92	North Warren..... Ohio			
32	Niagara Falls..... N. Y.				93	Leavittsburg..... Ohio			
33	La Salle..... N. Y.				94	Warren..... Ohio			
34	North Tonawanda..... N. Y.				95	Niles..... Ohio	299	264	239
35	Buffalo..... N. Y.				96	Girard..... Ohio			
36	Black Rock..... N. Y.				97	Brier Hill..... Ohio			
37	Black Rock..... N. Y.				98	Youngstown..... Ohio			
38	Hamburg..... N. Y.				99	Doughton's..... Ohio			
39	Water Valley..... N. Y.				100	Hubbard..... Ohio			
40	Eden Valley..... N. Y.				101	Sharon..... Pa.			
41	Eden Centre..... N. Y.				102	Sharpville..... Pa.			
42	North Collins..... N. Y.				103	Genoa Lake..... Ohio			
43	Collins..... N. Y.				104	Aurora..... Ohio			
44	Genesee..... N. Y.				105	Mantua..... Ohio			
45	Dayton..... N. Y.				106	Hiram..... Ohio			
46	Markham..... N. Y.	382	348	325	107	Garrettsville..... Ohio	302	267	257
47	South Dayton..... N. Y.				108	Mahoning..... Ohio			
48	Park'siding..... N. Y.				109	Phalanx..... Ohio			
49	Cherry Creek..... N. Y.				110	Solon..... Ohio			
50	Conover..... N. Y.				111	North Randall..... Ohio			
51	Indians..... N. Y.				112	Corlett..... Ohio			
52	Red House..... N. Y.				113	Newburg..... Ohio	347	312	302
53	Steamburg..... N. Y.				114	Cleveland..... Ohio			
54	Randolph..... N. Y.				115	Braceville..... Ohio			
55	Kennedy..... N. Y.				116	Windham..... Ohio			
56	Palmer..... N. Y.				117	Freedom..... Ohio			
57	Janetown..... N. Y.				118	Ravenna..... Ohio	299	264	239
58	Lakewood..... N. Y.				119	Brady Lake..... Ohio			
59	Adsville..... N. Y.				120	Kent..... Ohio			
60	Adsville..... N. Y.				121	Tallmadge..... Ohio			
					122	Silver Creek (Medina County)..... Ohio			

\*REDUCTION.

©Will also include cost of offering deliveries to consignees located within yard limits, on rails of the Pennsylvania R. R.

For routing, see Pages 57 to 58.

RATES IN CENTS PER TON 2,000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
ERIE RAILROAD CO.—Continued.					ERIE RAILROAD CO. Continued.				
					Chicago & Erie R. R. Division.				
1	Barberton..... Ohio..				64	De Cliff..... Ohio..			
2	Kennmore..... Ohio..				65	Hepburn..... Ohio..			
3	Akron..... Ohio..				66	Kenton..... Ohio..			
4	Wadsworth..... Ohio..				67	Foraker..... Ohio..			
5	Rittman..... Ohio..				68	McCluffey..... Ohio..	299	264	239
6	Sterling..... Ohio..				69	Alger..... Ohio..			
7	Creston..... Ohio..				70	Harrods..... Ohio..			
8	Burbank..... Ohio..				71	Westminster..... Ohio..			
9	West Salem..... Ohio..				72	Lima..... Ohio..			
10	Polk..... Ohio..	299	264	239	73	Kemp..... Ohio..	312	277	242
11	Nankin..... Ohio..				74	Spencerville..... Ohio..			
12	Ashland..... Ohio..				75	Elgin..... Ohio..			
13	Milton..... Ohio..				76	Ohio City..... Ohio..			
14	Pavonia..... Ohio..				77	Glennmore..... Ohio..			
15	Summit (Richlands Co.)..... Ohio..				78	Wren..... Ohio..			
16	Masonfield..... Ohio..				79	Rivara..... Ind..	330	295	270
17	Ontario..... Ohio..				80	Decatur..... Ind..			
18	Galion..... Ohio..				81	Preble..... Ind..			
19	Martel..... Ohio..				82	Magley..... Ind..			
20	Caledonia..... Ohio..				83	Tooms..... Ind..			
21	Sticks..... Ohio..				84	Kingsland..... Ind..			
22	Green Camp..... Ohio..				85	Uniondale..... Ind..			
23	Coddling..... Ohio..	269	234	214	86	Markle..... Ind..	335	300	275
24	Woodland..... Ohio..				87	Huntington..... Ind..			
25	Richwood..... Ohio..				88	Bippus..... Ind..	350	315	290
26	Clairborne..... Ohio..				89	Servia..... Ind..			
27	Broadway..... Ohio..				90	Laketon..... Ind..			
28	Peoria..... Ohio..				91	Disco..... Ind..			
29	Pottersburg..... Ohio..				92	Akron..... Ind..	364	329	304
30	North Lewisburg..... Ohio..				93	Athens..... Ind..			
31	Mingo..... Ohio..				94	Rochester..... Ind..			
32	Kennard..... Ohio..				95	Perishing..... Ind..			
33	King's Creek..... Ohio..				96	Leiters..... Ind..			
34	Urbana..... Ohio..	299	261	239	97	Monterey..... Ind..			
35	Bowlingville..... Ohio..				98	Ora..... Ind..			
36	Maitland..... Ohio..				99	Base Lake Junction..... Ind..			
37	Springfield..... Ohio..				100	Aldine..... Ind..			
38	Durbin..... Ohio..				101	North Judson..... Ind..			
39	Snyderville..... Ohio..				102	Wilders..... Ind..			
40	Enon..... Ohio..				103	Clanricarde..... Ind..	364	329	309
41	Osborn..... Ohio..				104	Kouts..... Ind..			
42	Dayton..... Ohio..	310	275	265	105	Boone Grove..... Ind..			
Niles and Lisbon Branch.					106	Hurlbut..... Ind..			
43	Mineral Ridge..... Ohio..				107	Palmer..... Ind..			
44	Ohlton..... Ohio..				108	Winfield..... Ind..			
45	Austintown..... Ohio..				109	Crown Point..... Ind..			
46	Canfield..... Ohio..				110	Griffith..... Ind..			
47	Marquis (Maboning Co.)..... Ohio..				111	Highlands..... Ind..			
48	Calla..... Ohio..	299	264	239	112	Saxony..... Ind..			
49	Greenford..... Ohio..				113	Hammond..... Ind..			
50	Washington..... Ohio..				114	Hegewisch..... Ill..	0	0	0
51	Leontis..... Ohio..				115	Pullman Junction..... Ill..			
52	Franklin Square..... Ohio..				116	Englewood..... Ill..			
53	Long's..... Ohio..				117	Chicago..... Ill..	364	329	309
54	Tengarden..... Ohio..				EVANSVILLE, INDIANAPOLIS AND TERRE HAUTE RAIL- WAY CO.				
55	Coleman's..... Ohio..				118	Washington..... Ind..	337	302	287
56	Lisbon..... Ohio..								
New Castle Branch.									
57	Farrell..... Pa..	299	264	239					
58	Wheatland..... Pa..								
59	West Middletown..... Pa..								
60	Fulaski..... Pa..								
61	Nashua..... Pa..								
62	Harbor Bridge..... Pa..								
63	New Castle..... Pa..								

© Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 82, Supplements thereto or revisions thereof.  
For routing, see Pages 67 to 96.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
FAIRPORT, PAINESVILLE & EASTERN RAILROAD.  Via New York Central Railroad and Painesville, Ohio.  1 Alkali..... Ohio. Rates canceled. For rate hereafter see New York C. & N. Y. R. R. Tariff I. C. C. No. 1064.  2 Alkali..... Ohio. and Baltimore & Ohio R. R. Tariff I. C. C. No. 2259.					GRAND TRUNK RAILWAY SYSTEM—Continued.  Western Division—Continued.				
					49	Edwardsburg..... Mich.			
					50	Granger..... Ind.			
					51	Mishawaka..... Ind.			
					52	South Bend..... Ind.			
					53	Crumstown..... Ind.			
					54	Mill Creek..... Ind.			
					55	Sullwell..... Ind.			
					56	Kingsbury..... Ind.			
					57	Wellsboro..... Ind.			
					58	Union Mills..... Ind.	385	380	325
					59	Haakells..... Ind.			
					60	Valparaiso..... Ind.			
					61	Sedley..... Ind.			
					62	Ainsworth..... Ind.			
					63	Lottville..... Ind.			
					64	Griffith..... Ind.			
					65	Maynard..... Ind.			
					66	Oak Glen..... Ill.			
					67	Thornton Junction..... Ill.			
					68	Harvey..... Ill.			
					69	Blue Island..... Ill.			
					70	Mt. Greenwood..... Ill.			
					71	Evergreen Park..... Ill.			
					72	Ashburn..... Ill.			
					73	Hayford..... Ill.			
					74	Chicago Lawn..... Ill.			
					75	Eldon..... Ill.			
					76	Chicago..... Ill.	385	380	325
					77	Royal Oak..... Mich.	337	302	277
					78	Birmingham..... Mich.			
					79	Drayton Plains..... Mich.			
					80	Waterford..... Mich.			
					81	Clarkston..... Mich.			
					82	Davidsburg..... Mich.			
					83	Holly..... Mich.			
					84	Fenton..... Mich.	380	315	290
					85	Anden..... Mich.			
					86	Jaines..... Mich.			
					87	Vernon..... Mich.			
					88	Corunna..... Mich.			
					89	Owosso..... Mich.			
					90	Owosso Junction..... Mich.			
					91	Barton..... Mich.			
					92	Ovid..... Mich.			
					93	Shepherdsville..... Mich.			
					94	St. Johns..... Mich.			
					95	Fowler..... Mich.			
					96	Pewamo..... Mich.			
					97	Muir..... Mich.			
					98	Ionia..... Mich.			
					99	Saranac..... Mich.			
					100	Lowell..... Mich.	385	350	325
					101	Ada..... Mich.			
					102	Grand Rapids..... Mich.			
					103	West Grand Rapids..... Mich.			
					104	Marne..... Mich.			
					105	Coopersville..... Mich.			
					106	Dunnison..... Mich.			
					107	Nunica..... Mich.			
					108	Spring Lake..... Mich.			
					109	Ferrysburg..... Mich.			
					110	Grand Haven..... Mich.			
					111	Lennon..... Mich.			
					112	Flushing..... Mich.			
THE FELICITY AND BETHEL RAILROAD CO.  3 Mt. Olive..... Ohio. 254 4 Felicity..... Ohio. 240 239									
GRAND TRUNK RAILWAY SYSTEM.  Western Division.									
5	Goodells..... Mich.	400	365	340					
6	Emmets..... Mich.								
7	Capac..... Mich.								
8	Inlay City..... Mich.								
9	Attica..... Mich.								
10	Lapeer..... Mich.								
11	Elba..... Mich.								
12	Davison..... Mich.								
13	Belray..... Mich.								
14	Flint..... Mich.								
15	Otseburn..... Mich.								
16	Swarts Creek..... Mich.								
17	Crope Farm..... Mich.	350	315	290					
18	Dufield..... Mich.								
19	Durand..... Mich.								
20	Bancroft..... Mich.								
21	Marston..... Mich.								
22	Perry..... Mich.								
23	Shattsburg..... Mich.								
24	Hallett..... Mich.								
25	Twobridge (Ingham Co.)..... Mich.								
26	Lansing..... Mich.								
27	Millet..... Mich.								
28	Pottsville..... Mich.								
29	Charlotte..... Mich.								
30	Oliver..... Mich.								
31	Bellevue..... Mich.								
32	Penfield..... Mich.								
33	Nichols..... Mich.								
34	Battle Creek..... Mich.								
35	Renton..... Mich.	370	335	310					
36	Climax..... Mich.								
37	Scotts..... Mich.								
38	Pomeroy..... Mich.								
39	Kewley..... Mich.								
40	Kalamazoo..... Mich.								
41	Pavilion..... Mich.								
42	Virsburg..... Mich.								
43	Schoolcraft..... Mich.								
44	Chamberlaine..... Mich.								
45	Marcellus..... Mich.	385	350	325					
46	Wakarusa..... Mich.								
47	Penn..... Mich.								
48	Cassopolis..... Mich.								

Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 37-A, I. C. C. No. 53, Supplements thereto, or releases for routing, see Pages 67 to 82.

RATES IN CENTS PER TON 2,000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
GRAND TRUNK RAILWAY SYSTEM—Continued.									
Western Division—Continued.									
1	Brent Creek..... Mich.				62	Gillen Yard..... Mich.	337	302	277
2	Montrose..... Mich.				63	Messel's..... Mich.			
3	Burt..... Mich.								
4	Verne..... Mich.								
5	Fosters..... Mich.				64	Fraser..... Mich.	350	315	280
6	Orville..... Mich.				65	Mt. Clemens..... Mich.			
7	Saginaw..... Mich.								
8	Mershon's..... Mich.								
9	Carrollton..... Mich.								
10	Zilwaukee..... Mich.				66	Chesterfield..... Mich.			
11	McClure's..... Mich.				67	New Haven..... Mich.			
12	Malbourn..... Mich.				68	Richmond..... Mich.	385	350	325
13	Brooks..... Mich.				69	Columbus..... Mich.			
14	Salsburg..... Mich.				70	Smith's Creek..... Mich.			
15	Bay City..... Mich.				71	Port Huron Tunnel..... Mich.			
16	Ashley..... Mich.				72	Port Huron..... Mich.			
17	Ola..... Mich.								
18	Pumpkin..... Mich.	365	350	325	73	Milwaukee (See Note A)..... Wis.	364	329	309
19	Perrinton..... Mich.				74	Milwaukee (Proper)..... Wis.	439	404	364
20	Middleton..... Mich.					For delivery on tracks of C. M. & St. P. and C. & N. W. R. R. only.			
21	Carson City..... Mich.								
22	Butternut..... Mich.								
23	Vicksburg..... Mich.								
24	Sheridan..... Mich.								
25	Millers..... Mich.								
26	Eureka Place..... Mich.								
27	Greenville..... Mich.								
28	Lincoln Lake..... Mich.								
29	Harvard..... Mich.								
30	Evans..... Mich.								
31	Sheffield..... Mich.								
32	Cedar Springs..... Mich.								
33	Reeds..... Mich.								
34	Sparta..... Mich.								
35	Gooding..... Mich.								
36	Harrisburg..... Mich.								
37	Stoum..... Mich.								
38	Moorland..... Mich.								
39	Muskogon..... Mich.								
THE HOCKING VALLEY RAILWAY CO.									
					75	Groveport..... Ohio..			
					76	Canal Winchester..... Ohio..			
					77	Lockville..... Ohio..			
					78	Carroll..... Ohio..			
					79	Hookers..... Ohio..	264	229	214
					80	Lancaster..... Ohio..			
					81	Sugar Grove..... Ohio..			
					82	Hockbridge..... Ohio..			
					83	Enterprise..... Ohio..			
					84	Logan (Hocking Co.)..... Ohio..			
					85	Haydensville..... Ohio..			
					86	Linworth..... Ohio..			
					87	Powell..... Ohio..	247	212	202
					88	Hyatts..... Ohio..			
					89	Delaware..... Ohio..			
40	Jackson..... Mich.				90	Meredith..... Ohio..			
41	Roots..... Mich.				91	Prospect..... Ohio..	260	224	214
42	Henrietta..... Mich.				92	Owens..... Ohio..			
43	Munith..... Mich.				93	Union..... Ohio..			
44	Stockbridge..... Mich.	330	295	270					
45	Gregory..... Mich.				94	Morral..... Ohio..			
46	Anderson..... Mich.				95	Harpster..... Ohio..			
47	Pinckney..... Mich.				96	Upper Sandusky..... Ohio..			
48	Lakeland..... Mich.				97	Lovell..... Ohio..			
49	Hamburg..... Mich.				98	Carey..... Ohio..			
50	Rushton..... Mich.				99	Alreda..... Ohio..	290	264	230
51	South Lyon..... Mich.				100	Fosteria..... Ohio..			
52	New Hudson..... Mich.				101	Longley..... Ohio..			
53	Wixom..... Mich.	350	315	290	102	Rising Sun..... Ohio..			
54	Walled Lake..... Mich.				103	Bradner..... Ohio..			
55	Oreohard Lake..... Mich.				104	Pemberville..... Ohio..			
56	Pontiac..... Mich.				105	Le Moyne..... Ohio..			
57	Amy..... Mich.				106	Walbridge..... Ohio..			
58	Recheater..... Mich.				107	Toledo..... Ohio..			
59	Washington..... Mich.				108	Toledo Docks (See Note B)..... Ohio..			
60	Romeo..... Mich.	385	350	325					
61	Armada..... Mich.								

NOTE A—These rates apply only on shipments destined to points beyond.  
 NOTE B—No facilities for handling commercial coal at Toledo Docks, Ohio, other than when for vessel fuel. Rates named will apply f. o. b. cars on docks and will be transferred from cars to vessels at charges named in Hocking Valley Railway Tariff I. C. C. No. 1772. Supplement thereto and revisions thereof.  
 For routing, see Pages 57 to 59.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
ILLINOIS CENTRAL RAILROAD CO.					ILLINOIS CENTRAL RAILROAD CO.—Continued.				
1	Otto..... Ill.				64	Salsberry..... Ind.			
2	Chebanas..... Ill.				65	Tulip..... Ind.			
3	Cifton..... Ill.				66	Bloomfield..... Ind.			
4	Ashkum..... Ill.				67	Swits City..... Ind.			
5	Danforth..... Ill.				68	Linton..... Ind.	337	302	287
6	Gilman..... Ill.				69	Victoria..... Ind.			
7	Onarga..... Ill.				70	Dugger..... Ind.			
8	Del Ray..... Ill.	384	349	334	71	Cass..... Ind.			
9	Buckley..... Ill.				72	Caledonia..... Ind.			
10	Loda..... Ill.				73	Sullivan..... Ind.			
11	Paxton..... Ill.								
12	Ladlow..... Ill.				74	New Lebanon..... Ind.			
13	Rantoul..... Ill.				75	Merom..... Ind.			
14	Thomasboro..... Ill.				76	Riverton..... Ind.	364	329	309
15	Leverett..... Ill.				77	Paicestine..... Ill.			
16	Centralia..... Ill.	460	425	410	78	Gordona..... Ill.			
					79	Robinson..... Ill.			
17	Lipsy..... Ill.				80	Hercules..... Ill.			
18	Cole..... Ill.				81	Stoy..... Ill.			
19	Allenville..... Ill.				82	Bakers Lane..... Ill.			
20	Sullivan..... Ill.				83	Obiong..... Ill.			
21	Dunn..... Ill.				84	Willow Hill..... Ill.			
22	Bethany..... Ill.				85	Creeda..... Ill.	422	387	372
23	Dalton City..... Ill.	384	349	334	86	Newton..... Ill.			
24	Hight..... Ill.				87	Lia..... Ill.			
25	Hervey City..... Ill.				88	Wheeler..... Ill.			
26	Mt. Zion..... Ill.				89	Dieterich..... Ill.			
27	Turpin..... Ill.				90	Evers..... Ill.			
28	Suffern..... Ill.				91	Edingham..... Ill.			
29	Decatur..... Ill.								
30	Hayes..... Ill.				INDIANA HARBOR BELT RAILROAD CO.				
31	Peotum..... Ill.				92	Gary..... Ind.	364	329	309
32	Tolona..... Ill.								
33	Savoy..... Ill.				93	Blue Island..... Ill.	⊕	⊕	⊕
34	Champaign..... Ill.	384	349	334					
35	Galton..... Ill.				KALAMAZOO, LAKE SHORE AND CHICAGO RAILWAY CO.				
36	Arcola..... Ill.				94	Oshemo..... Mich.			
37	Humboldt..... Ill.				95	Rex..... Mich.	385	350	325
38	Dorans..... Ill.				96	Mattawan..... Mich.			
39	Mastoon..... Ill.								
40	Bradley..... Ill.				THE KANSAS AND SIDELL RAILROAD CO.				
41	Tucker..... Ill.				97	Sidell..... Ill.			
42	Manteno..... Ill.				98	Arche..... Ill.			
43	Peotone..... Ill.	364	329	309	99	Hildreth..... Ill.			
44	Monroe..... Ill.				100	Gordon..... Ill.			
45	Richton..... Ill.				101	Jessie..... Ill.			
46	Matteson..... Ill.				102	Hume..... Ill.	384	349	334
47	Flossmoor..... Ill.				103	Hughes..... Ill.			
48	Homewood..... Ill.				104	Payne..... Ill.			
49	Monticello..... Ill.	384	349	334	105	Brocton..... Ill.			
50	Deland..... Ill.				106	Borton..... Ill.			
51	Lenore..... Ind.				107	Warrington..... Ill.			
52	Oravel Pit..... Ind.				108	Kansas..... Ill.			
53	Mt. Perry..... Ind.								
54	Frances..... Ind.	297	262	252	THE LIMA & DEFIANCE RAIL- ROAD COMPANY.				
55	Burgessville..... Ind.				109	Gomer..... Ohio.			
56	Anita..... Ind.				110	Jones City..... Ohio.			
57	Morganlows..... Ind.				111	Seits..... Ohio.			
58	Holmsburg..... Ind.				112	Cleveland..... Ohio.	312	277	252
59	Trevias..... Ind.				113	Kalida..... Ohio.			
60	Unionville..... Ind.	337	302	287	114	Dermington..... Ohio.			
61	Bloomington..... Ind.				115	Leoni..... Ohio.			
62	Kirby..... Ind.				116	Continental..... Ohio.			
63	Elwren..... Ind.								

ⓂApply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, L. C. C. No. 52, Supplement thereto or revisions thereof.  
For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE LIMA & DEFIANCE RAILROAD COMPANY Continued.									
1	Rice.....Ohio..	330	295	270	47	Cedar Run.....Mich..	438	403	375
2	Southerton.....Ohio..				48	Solon.....Mich..			
3	Mentley.....Ohio..				49	Cedar City.....Mich..			
4	Defiance.....Ohio..				50	Bodus.....Mich..			
THE LORAIN AND WEST VIRGINIA RAILWAY CO.									
5	Pitta.....Ohio..	299	264	239	51	Schomberg.....Mich..			
6	Quarry Junction.....Ohio..				52	Elton.....Mich..			
7	Ferguson.....Ohio..				53	Provenant.....Mich..			
8	South Lorain.....Ohio..				54	Hatch's.....Mich..			
9	Lorain.....Ohio..				55	Traverse City.....Mich..			
THE LORAIN, ASHLAND AND SOUTHERN RAILWAY CO.									
10	Ashland.....Ohio..	299	264	239	Manistee River Branch.				
11	England.....Ohio..				56	Marilla.....Mich..	413	378	353
12	Jeromeville.....Ohio..				57	Miners.....Mich..			
13	Spring.....Ohio..				58	Glengary.....Mich..			
14	Funk.....Ohio..				59	Buckley.....Mich..	438	403	378
15	Horace.....Ohio..				60	Baxter.....Mich..			
16	Craigton.....Ohio..				61	Walton.....Mich..			
17	Savannah.....Ohio..				62	Springfield.....Mich..			
18	Westonburg.....Ohio..				63	Deiberts.....Mich..			
19	Bakers.....Ohio..				64	Rowley.....Mich..			
20	Wellington.....Ohio..				65	McGee.....Mich..			
21	Oberlin.....Ohio..				66	O'Neil.....Mich..			
22	South Amherst.....Ohio..				67	Sigma.....Mich..			
23	Lorain.....Ohio..				68	Riverview.....Mich..			
		69	Grayling.....Mich..						
LOUISVILLE AND NASHVILLE RAILROAD CO.									
24	East St. Louis.....Ill..	422	387		Leased Line.				
25	St. Louis.....Mo..				70	Heinzforth.....Mich..	438	403	378
		71	North Bingham.....Mich..						
		72	Kewick.....Mich..						
		73	Leelanau.....Mich..						
		74	Suttons Bay.....Mich..						
		75	Manseau.....Mich..						
		76	Omema.....Mich..						
		77	Northport.....Mich..						
MANISTEE AND NORTHEASTERN RAILROAD CO.									
Toledo Division.									
26	Manistee.....Mich..	413	378	353	78	Alexis.....Ohio..	320	285	260
27	Wealthy.....Mich..				79	Vienna (Erie).....Mich..			
28	Douglas.....Mich..				80	La Salle.....Mich..			
29	Onkama.....Mich..				81	Monroe.....Mich..			
30	Norwalk.....Mich..				82	Warner.....Mich..			
31	Chief Lake.....Mich..				83	Fix Bros. Siding.....Mich..			
32	Bear Creek.....Mich..				84	Newport.....Mich..			
33	Kaleva.....Mich..				85	Rockwood.....Mich..			
34	Lemon Lake.....Mich..				86	Groene Isle.....Mich..			
35	Copemish.....Mich..				87	West Groene Isle.....Mich..			
36	Nesmen City.....Mich..				88	Trenton.....Mich..			
37	Karlin.....Mich..				89	Sibley.....Mich..			
38	Pine Park.....Mich..				90	Wyandotte.....Mich..			
39	Interlochen.....Mich..				91	Ecorse.....Mich..			
40	Platte River.....Mich..				92	River Rouge.....Mich..			
41	Allyn.....Mich..				93	Delray.....Mich..			
42	Hayes.....Mich..	94	West Detroit.....Mich..						
43	Cross.....Mich..	95	Detroit.....Mich..						
44	Honor.....Mich..	96	Milwaukee Junction.....Mich..						
45	Empire Junction.....Mich..	97	Beaufait Station.....Mich..						
46	Lake Ann.....Mich..	98	Junction Yard.....Mich..						

①In the absence of joint through rates on traffic from points of origin named in this Tariff to points of destination west of the Mississippi River, when routed via St. Louis, Mo. through rates will be made on East St. Louis, Ill., combination, except when combination rates (filed with the Interstate Commerce Commission) on St. Louis, Mo., is lower, in which case the St. Louis, Mo., combination will apply.

For routing, see Pages 67 to 88.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7					
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			
THE MICHIGAN CENTRAL RAILROAD CO.—Continued.					THE MICHIGAN CENTRAL RAILROAD CO.—Continued.							
Main Line.					Joliet Branch.							
1	Dearborn..... Mich.	330	295	270	61	Liverpool..... Ind.	364	329	309			
2	Inkster..... Mich.				62	South Gary..... Ind.						
3	Egoise..... Mich.				63	Ross..... Ind.						
4	Wayne..... Mich.				64	Griffith..... Ind.						
5	Wayne Junction..... Mich.				65	Hartdale..... Ind.						
6	Sheldon..... Mich.				66	Dyer..... Ind.						
7	Denton..... Mich.				67	Chicago Heights..... Ill.						
8	Ward..... Mich.				68	Matteson..... Ill.						
9	Ypsilanti..... Mich.				69	Beverly Farm Siding..... Ill.						
10	Geddes..... Mich.				70	Frankfort..... Ill.						
11	Ann Arbor..... Mich.				71	Spencer..... Ill.						
12	Dixie..... Mich.				72	Steele..... Ill.						
13	Dexter..... Mich.				73	Joliet..... Ill.						
14	Four Mile Lake..... Mich.	South Bend Branch.										
15	Chelsea..... Mich.				74	Bertrand..... Mich.						
16	Francisco..... Mich.				75	Webster..... Ind.	385	350	325			
17	Grass Lake..... Mich.				76	Healthwin..... Ind.						
18	Leoni..... Mich.				77	Notre Dame..... Ind.						
19	Michigan Center..... Mich.				78	South Bend..... Ind.						
20	Jackson..... Mich.				Benton Harbor Branch.							
21	Parma..... Mich.	350	315	290	79	Benton Harbor..... Mich.						
22	Albion..... Mich.				80	St. Joseph..... Mich.						
23	Marengo..... Mich.				81	Vineland..... Mich.						
24	Marshall..... Mich.				82	Darby..... Mich.						
25	Ceresco..... Mich.				83	Baroda..... Mich.						
26	Battle Creek..... Mich.				84	Glendora..... Mich.						
27	Camp Custer..... Mich.				85	Warwick..... Ind.						
28	Augusta..... Mich.				86	Rugby (Lydick)..... Ind.						
29	Galesburg..... Mich.				87	Chess..... Ind.						
30	Comstock..... Mich.				Air Line Division.							
31	Kalamazoo..... Mich.							88	Haires..... Mich.	350	315	290
32	Mattawan..... Mich.				89	Snyders..... Mich.						
33	Lawton..... Mich.				90	Spring Arbor..... Mich.						
34	Decatur..... Mich.	91	Concord..... Mich.									
35	Glenwood..... Mich.	92	Homer..... Mich.									
36	Dowagiac..... Mich.	93	Clarendon..... Mich.									
37	Pokagon..... Mich.	94	Tekonaha..... Mich.									
38	Niles..... Mich.	95	Burlington..... Mich.									
39	Buchanan..... Mich.	96	Union City..... Mich.									
40	Dayton..... Mich.	97	Sherwood..... Mich.									
41	Galien..... Mich.	98	Colon..... Mich.									
42	Barnett Siding..... Mich.	99	Fairfax..... Mich.									
43	Avery..... Mich.	100	Wasopi..... Mich.									
44	Three Oaks..... Mich.	101	Centreville..... Mich.									
45	New Buffalo..... Mich.	102	Three Rivers..... Mich.									
46	Grand Beach..... Mich.				103	Fabius..... Mich.	385	350	325			
47	Michigan City..... Ind.	104	Corey..... Mich.									
48	Furnessville..... Ind.	105	Jones..... Mich.									
49	Porter..... Ind.	106	Vandalia..... Mich.									
50	Crisman..... Ind.	107	Campopolis..... Mich.									
51	Willow Creek..... Ind.	108	Dalley..... Mich.									
52	East Gary..... Ind.	Battle Creek Branch.										
53	Gary..... Ind.				109	Sonoma..... Mich.	370	335	310			
54	Tolieton..... Ind.	110	Joppa..... Mich.									
55	Gibson..... Ind.	111	East Leroy..... Mich.									
56	Gibson Transfer..... Ind.	112	Athens..... Mich.									
57	Hammond..... Ind.	113	Factoryville..... Mich.									
58	Calumet Park..... Ill.	114	Leonidas..... Mich.									
59	Kensington..... Ill.	115	Findlay..... Mich.									
60	Chicago..... Ill.	364	329	309								

Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, supplements thereto or reissues thereof.  
For routing, see Pages 87 to 95.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 8 and 9		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 8			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 8
THE MICHIGAN CENTRAL RAILROAD CO.—Continued.					THE MICHIGAN CENTRAL RAILROAD CO.—Continued.				
South Haven Branch.					Michigan Midland Division.				
1	Alamo..... Mich..				61	Adair..... Mich..			
2	Williams..... Mich..				62	Burlins..... Mich..	385	350	325
3	Mentha..... Mich..				63	Carlton..... Mich..			
4	Kendall..... Mich..				64	St. Clair Springs..... Mich..			
5	Pine Grove..... Mich..	385	350	325					
6	Gables..... Mich..								
7	Bloomington..... Mich..								
8	Berlamont..... Mich..								
9	Grand Junction..... Mich..								
10	Lacota..... Mich..								
11	Kibbie..... Mich..								
12	South Haven..... Mich..								
					Detroit—Bay City Branch.				
13	Wheelerton..... Mich..	350	315	290	65	North Detroit..... Mich..	320	285	260
14	Grover..... Mich..				66	Centre Line..... Mich..			
					67	Warren..... Mich..			
					68	Hoffs Siding..... Mich..			
					69	Utica..... Mich..			
					70	Yates..... Mich..			
15	Eckford..... Mich..	385	350	325	71	Rochester..... Mich..	350	315	290
16	Wilders..... Mich..				72	Goodison..... Mich..			
17	Beadle Lake..... Mich..				73	Orion..... Mich..			
Grand Rapids Branch.									
18	Ontonago..... Mich..	350	315	290	74	Oxford..... Mich..			
19	Easton Rapids..... Mich..				75	Thomas..... Mich..			
					76	Metamora..... Mich..			
					77	Hunter's Creek..... Mich..			
20	Charlotte..... Mich..	370	335	310	78	Lapeer..... Mich..			
21	Chester..... Mich..				79	Carpenter..... Mich..			
22	Vermontville..... Mich..				80	Columbiaville..... Mich..			
23	Nashville..... Mich..				81	Otter Lake..... Mich..			
24	Morgan..... Mich..				82	Millington..... Mich..			
25	Quimby..... Mich..				83	Vassar..... Mich..	385	350	325
26	Hastings..... Mich..	385	350	325	84	Denmark Junction..... Mich..			
27	Ivring..... Mich..				85	Recon..... Mich..			
28	Middleville..... Mich..				86	Mungers..... Mich..			
29	Caledonia..... Mich..				87	Bay City (West Side)..... Mich..			
30	Dutton..... Mich..				88	Bay City (East Side)..... Mich..			
31	Bowen..... Mich..				89	South Bay City..... Mich..			
32	Fair Grounds..... Mich..								
33	Grand Rapids..... Mich..								
Rives Junction—Bay City Branch.					Care Branch.				
34	Van Horn..... Mich..				90	Watrousaville..... Mich..	385	350	325
35	Rives Junction..... Mich..				91	Rose Crossing..... Mich..			
36	Leslie..... Mich..				92	Wahjamega..... Mich..			
37	Eden..... Mich..				93	Care..... Mich..			
38	Mason..... Mich..								
39	Holt..... Mich..				94	Atwood..... Mich..			
40	Lansing..... Mich..	350	315	290	95	Gravel Pit..... Mich..			
41	Chandler..... Mich..				96	Purdy..... Mich..			
42	Bath..... Mich..				97	Patterson..... Mich..	425	300	285
43	Lansburg..... Mich..				98	Hutchinson..... Mich..			
44	Bennington..... Mich..				99	Colling..... Mich..			
45	Owosso Junction..... Mich..				100	Duro..... Mich..			
46	Owosso..... Mich..				101	Ashmore..... Mich..			
47	Henderson..... Mich..				102	Robinson..... Mich..			
48	Oakley..... Mich..				103	Bach..... Mich..	438	403	378
49	Chemung..... Mich..				104	Halls Siding..... Mich..			
50	Fergus..... Mich..				105	Patton..... Mich..			
51	St. Charles..... Mich..				106	Owendale..... Mich..			
52	Garfield..... Mich..	385	350	325					
53	Swan Creek..... Mich..								
54	Paines..... Mich..								
55	Saginaw (West Side)..... Mich..								
56	Saginaw (East Side)..... Mich..				107	Richville..... Mich..			
57	Merrison..... Mich..				108	Buena Vista..... Mich..	385	350	325
58	Shields..... Mich..				109	Boyet..... Mich..			
59	Zilwaukee..... Mich..								
60	Salsburg..... Mich..								

① Shipments for these points must be forwarded via Richmond, Mich., and Michigan Central R. R. For routing, see Pages 67 to 69.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE MICHIGAN CENTRAL RAILROAD CO.—Continued.					THE MICHIGAN CENTRAL RAILROAD CO.—Continued.				
North Midland Branch.					East Jordan Branch.				
1	Arrow..... Mich..	365	350	325	51	Fayette..... Mich..	435	403	378
2	Coryell..... Mich..				52	Deward..... Mich..			
3	Auburn..... Mich..				53	Blue Lake Junction..... Mich..			
4	Rosebay..... Mich..				54	Lake Harold..... Mich..			
5	Fisherville..... Mich..				55	Alba..... Mich..			
6	Flajoles..... Mich..				56	Gross River..... Mich..			
7	Midland..... Mich..				57	Jordan River..... Mich..			
					58	Marble..... Mich..			
					59	East Jordan..... Mich..			
Mackinaw Branch.					MICHIGAN RAILROAD COMPANY.				
8	Kawawlin..... Mich..	413	378	353	60	Yorkville..... Mich..	385	350	325
9	Lawood..... Mich..				61	Richland..... Mich..			
10	State Road..... Mich..				62	Richland Junction..... Mich..			
11	Pinconning..... Mich..				63	Doster..... Mich..			
12	Worth..... Mich..				64	Neeley..... Mich..			
13	Standish..... Mich..				65	Hooper..... Mich..			
					66	Monteith..... Mich..			
14	Sterling..... Mich..				67	Pak..... Mich..			
15	Alger..... Mich..				68	Kellogg..... Mich..			
16	Greenwood..... Mich..				69	Allegan..... Mich..			
17	Loranger..... Mich..				MISSOURI-ILLINOIS RAILROAD COMPANY.				
18	Edwards Branch..... Mich..				70	Belleville..... Ill..	422	387	372
19	West Branch..... Mich..				71	Robinson..... Ill..			
20	Beaver Lake..... Mich..				72	Centralia..... Ill..			
21	St. Helena..... Mich..				73	Nolting..... Ill..			
22	Gales..... Mich..				74	Hoytson..... Ill..			
23	Rosecommon..... Mich..				75	Huegely..... Ill..			
24	Grayling..... Mich..				76	Nashville..... Ill..			
25	Frederic..... Mich..	438	403	378	77	Corden..... Ill..			
26	Waters..... Mich..				78	Oakdale..... Ill..			
27	Otsego Lake..... Mich..				79	McKinley..... Ill..			
28	Sallings..... Mich..				80	Coulterville..... Ill..			
29	Gaylord..... Mich..				81	Sparta..... Ill..			
30	Vanderbilt..... Mich..				82	M. & O. Jet..... Ill..			
31	Troubridge (Cheboygan Co.)..... Mich..				83	Shope..... Ill..			
32	Smith's Siding..... Mich..				84	Schulins..... Ill..			
33	Wolverine..... Mich..				85	Walsh..... Ill..			
34	Haakwood..... Mich..				86	Evansville..... Ill..			
35	Rondo..... Mich..				87	Collins..... Ill..			
36	Indian River..... Mich..				88	Roots..... Ill..			
					89	Flinton..... Ill..			
37	Topinabee..... Mich..							90	Kellogg..... Ill..
38	Long Point..... Mich..							91	Reiley Lake..... Ill..
39	Birchwood..... Mich..							92	Menard..... Ill..
40	Silver Beach..... Mich..				451	416	391	93	Chuster..... Ill..
41	Mullet Lake..... Mich..								
42	Cheboygan..... Mich..								
43	Freedom..... Mich..								
44	Mackinaw City (Proper)..... Mich..				NEW JERSEY, INDIANA & ILLINOIS RAILROAD CO.				
45	Mackinaw City (See Note A)..... Mich..	364	329	309	94	Sweeney's..... Ind..	364	329	304
46	Gladwin..... Mich..				95	South Bend..... Ind..			
47	Johannesburg..... Mich..	438	403	378					
48	Lewiston..... Mich..								
49	Afton..... Mich..								
50	Bentley..... Mich..	*438	*403	*378					

\*REDUCTION.

NOTE A—These rates apply only on shipments destined to points beyond.  
For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7					
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			
THE NEW YORK CENTRAL RAILROAD CO. Main Line.					THE NEW YORK CENTRAL RAILROAD CO.—Continued.							
1	Rochester..... N. Y.	428	438	478	58	Sandusky..... Ohio.	299	264	239			
2a	Batavia..... N. Y.				59	Amherst..... Ohio.						
2b	Lockport..... N. Y.				60	Brownhelm..... Ohio.						
1a	Harriet..... N. Y.	353	345	328	61	Vermillion..... Ohio.						
1d	Black Rock..... N. Y.				62	Caylon..... Ohio.						
2	East Buffalo..... N. Y.				63	Huron..... Ohio.						
3	Buffalo..... N. Y.				64	Venice..... Ohio.						
4	Athol Springs..... N. Y.				65	Bay Bridge..... Ohio.						
5	Lake View..... N. Y.				66	Danbury..... Ohio.						
6	Derby..... N. Y.				67	Gypsum..... Ohio.						
7	Angola..... N. Y.				68	Port Clinton..... Ohio.						
8	Parham..... N. Y.				69	La Carne..... Ohio.						
9	Irving..... N. Y.				70	Oak Harbor..... Ohio.						
10	Silver Creek..... N. Y.				71	Rocky Ridge..... Ohio.						
11	Dunkirk..... N. Y.				72	Graytown..... Ohio.						
12	Van Buren..... N. Y.				73	Martin..... Ohio.						
13	Brocton..... N. Y.				Youngstown Branch.							
14	Portland..... N. Y.				74	Youngstown..... Ohio.	299	264	239			
15	Pomfret..... N. Y.				Lansing Division.							
16	Westfield..... N. Y.				Dundee Branch.							
17	Foreyth..... N. Y.				370	335	315	75	Res..... Mich.	320	285	260
18	Ripley..... N. Y.							76	Britton..... Mich.			
19	State Line..... N. Y.							77	Ridgeway..... Mich.			
20	North East..... Pa.	78	Tipton..... Mich.									
21	Moorehead..... Pa.	79	Pentecost..... Mich.									
22	Harbor Creek..... Pa.	80	Onsted..... Mich.									
23	Erie..... Pa.	81	Devils Lake..... Mich.									
24	Swanville..... Pa.	82	Addison Junction..... Mich.									
25	Fairview..... Pa.	83	Addison..... Mich.									
26	North Girard..... Pa.	84	Knorr Lake..... Mich.									
27	Springfield..... Pa.	85	Baker..... Mich.									
28	Conneaut..... Ohio.	86	Jerome..... Mich.									
29	Kingsville..... Ohio.	87	Moscow..... Mich.									
30	Ashtabula..... Ohio.	Michigan Division.										
31	Saybrook..... Ohio.	Old Road.										
32	Geauga..... Ohio.	357	322	302	88	Richards..... Ohio.	320	295	260			
33	Unionville..... Ohio.				89	Sylvania..... Ohio.						
34	Madison..... Ohio.				90	Ottawa Lake..... Mich.						
35	Perry..... Ohio.				91	Riga..... Mich.						
36	Painesville..... Ohio.				92	Blissfield..... Mich.						
37	Mentor..... Ohio.				93	Grosvonts..... Mich.						
38	Willoughby..... Ohio.				94	Palmyra..... Mich.						
39	Wickliffe..... Ohio.				95	Lenawee Junction..... Mich.						
40	Noble..... Ohio.				96	Adrian..... Mich.						
41	Berea..... Ohio.				97	Cadmus..... Mich.						
42	Olsted Falls..... Ohio.				98	Clayton..... Mich.						
43	Shawville..... Ohio.				99	Hudson..... Mich.						
44	South Lorain..... Ohio.	100	Pittsford..... Mich.									
45	Elyria..... Ohio.	101	Oneco..... Mich.									
46	Oberlin..... Ohio.	102	Hilldale..... Mich.									
47	Kipton..... Ohio.	103	Jonestown..... Mich.									
48	Wakeman..... Ohio.	104	Allen..... Mich.									
Main Line—Continued.					105	Quincy..... Mich.	330	295	270			
49	Collins..... Ohio.	106	Coldwater..... Mich.									
50	Norwalk..... Ohio.	107	Batavia..... Mich.									
51	Monroeville..... Ohio.	108	Bronson..... Mich.									
52	Clyde..... Ohio.	REDUCTION.										
53	Fremont..... Ohio.	For routing, see Page 67 to 83.										
54	Lindsey..... Ohio.											
55	Elmore..... Ohio.											
56	Genoa..... Ohio.											
57	Millbury..... Ohio.											

\*REDUCTION.  
For routing, see Page 67 to 83.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE NEW YORK CENTRAL RAILROAD CO.—Continued.					THE NEW YORK CENTRAL RAILROAD CO.—Continued.				
Michigan Division—Continued. Old Road—Continued.					Michigan Division. Grand Rapids Branch.				
1	Burr Oak..... Mich.				54	Constantine..... Mich.			
2	Sturgis..... Mich.				55	Florence..... Mich.			
3	Klinger Lake..... Mich.				56	Three Rivers..... Mich.			
4	White Pigeon..... Mich.				57	Moorepark..... Mich.			
5	Vistula..... Ind.	350	315	290	58	Flowerfield..... Mich.			
6	Bristol..... Ind.				59	Schoolcraft..... Mich.			
7	Morehouse..... Ind.				60	Portage..... Mich.			
8	Elkhart..... Ind.				61	Comfort Siding..... Mich.	370	335	310
9	Oacela..... Ind.				62	Kalamazoo..... Mich.			
10	Mishawaka..... Ind.	364	320	304	63	Cooper..... Mich.			
11	South Bend..... Ind.				64	Argenta..... Mich.			
					65	Plainwell..... Mich.			
					66	Otsego..... Mich.			
12	Lydick..... Ind.				67	Abconia..... Mich.			
13	Terre Coupe..... Ind.				68	Allegan..... Mich.			
14	New Carlisle..... Ind.				69	Miner Lake..... Mich.			
15	Rolling Prairie..... Ind.				70	Hopkins..... Mich.			
16	La Porte..... Ind.				71	Hilliards..... Mich.			
17	Pinola..... Ind.				72	Dorr..... Mich.			
18	Durham..... Ind.				73	Herpa..... Mich.	385	350	325
19	Otis..... Ind.	364	329	309	74	Byron Centre..... Mich.			
20	Burdick..... Ind.				75	Wentworth..... Mich.			
21	Chatterton..... Ind.				76	Kellys..... Mich.			
22	Porter..... Ind.				77	Eagle Mills..... Mich.			
23	Dunn Park..... Ind.				78	Grand Rapids..... Mich.			
24	Millers (Lake Co.)..... Ind.				79	West Grand Rapids..... Mich.			
25	Gary..... Ind.								
26	Flax..... Ind.				Goshen & Michigan Branch.				
27	Indiana Harbor..... Ind.				80	Middlebury..... Ind.			
28	Whiting..... Ind.				81	Shipshewanna..... Ind.			
29	East Side..... Ill.	⊕	⊕	⊕	82	Seyberts..... Ind.	350	315	290
30	South Chicago..... Ill.				83	Twin Lake (Lagrange Co.)..... Ind.			
31	Grand Crossing..... Ill.				84	Findley..... Mich.	370	335	310
32	Englewood..... Ill.								
33	Chicago..... Ill.	384	329	309	Lansing Division.				
Michigan Division. Air Line.					Lansing Branch.				
34	Holland..... Ohio.				85	Litchfield..... Mich.			
35	Swanton..... Ohio.	320	285	260	86	Homer..... Mich.			
36	Delta..... Ohio.				87	Condit..... Mich.			
37	Wauseon..... Ohio.				88	Albion..... Mich.			
38	Pettisville..... Ohio.				89	Coalville..... Mich.			
39	Archbold..... Ohio.				90	Devereux..... Mich.	350	315	290
40	Stryker..... Ohio.				91	Springport..... Mich.			
41	Bryan..... Ohio.				92	Charlesworth..... Mich.			
42	Melborn..... Ohio.	330	295	270	93	Easton Rapids..... Mich.			
43	Mina..... Ohio.				94	Kingland..... Mich.			
44	Edgerton..... Ohio.				95	Dimondale..... Mich.			
45	Butler..... Ind.				96	Packard..... Mich.			
46	Waterloo..... Ind.				97	Lansing..... Mich.			
47	Coruna..... Ind.				Ft. Wayne Branch.				
48	Kendallville..... Ind.				98	Fort Wayne..... Ind.			
49	Brimfield..... Ind.				99	Academie..... Ind.			
50	Wawaka..... Ind.	350	315	290	100	Huntertown..... Ind.	330	295	270
51	Ligonier..... Ind.				101	Stoners..... Ind.			
52	Millersburg..... Ind.				102	New Era..... Ind.			
53	Goshen..... Ind.								

⊕ Apply rates as prescribed in L. A. Lowry Agent's Tariff No. 27-A, I. C. C. No. 32, Supplements thereto or releases thereof.  
For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

4

TO	From Stations Named on Pages 6 and 7			TO	From Stations Named on Pages 6 and 7		
	Chicago Mich. 1 and 2	Chicago Mich. 3 and 4	Chicago Mich. 5 and 6		Chicago Mich. 1 and 2	Chicago Mich. 3 and 4	Chicago Mich. 5 and 6
THE NEW YORK CENTRAL RAILROAD CO.—Continued. Fl. Wayne Branch. Continued.				THE NEW YORK CENTRAL RAILROAD CO.—Continued. Monroe Branch.			
1 St. Johns.....	Ind.			56 Streusburg.....	Mich.		
2 Auburn Junction.....	Ind.			57 Ida.....	Mich.		
3 Auburn.....	Ind.			58 Petersburg.....	Mich.	200	250 300
4 Summit.....	Ind.			59 Deerfield.....	Mich.		
5 Pleasant Lake.....	Ind.			60 Sumner.....	Mich.		
6 Apple.....	Ind.			61 Wellsville.....	Mich.		
7 Fremont.....	Ind.						
8 Ray.....	Ind.	230	290 270	©Kankakee Division.			
9 Montgomery.....	Mich.			62 South Bend.....	Ind.	204	320 304
10 Reading.....	Mich.			63 Olivers.....	Ind.		
11 Bankers.....	Mich.						
12 Omega Cement Co. Bldg.....	Mich.			64 Rupert.....	Ind.		
13 Mosberville.....	Mich.			65 Streusburg.....	Ind.		
14 Haverhill.....	Mich.			66 Ginger Hill.....	Ind.		
15 Horton.....	Mich.			67 North Liberty.....	Ind.		
Detroit Division. Jackson Branch.				68 Walkerton.....	Ind.		
16 Tucuman.....	Mich.	320	250 260	69 Garden City.....	Ind.		
				70 Hamlet.....	Ind.		
17 Clinton.....	Mich.			71 Knox.....	Ind.		
18 Hagen.....	Mich.			72 Rye.....	Ind.		
19 Manchester.....	Mich.	330	290 270	73 North Judson.....	Ind.		
20 Norvell.....	Mich.			74 San Pierre.....	Ind.		
21 Napoleon.....	Mich.			75 Teft.....	Ind.	364	320 300
22 Jackson.....	Mich.			76 Wheatfield.....	Ind.		
Lansing Division. Ypsilanti Branch.				77 Streusburg.....	Ind.		
23 North Adams.....	Mich.			78 De Motte.....	Ind.		
24 Jerome.....	Mich.			79 Forest City.....	Ind.		
25 Somerset Centre.....	Mich.			80 Shelby.....	Ind.		
26 Somerset.....	Mich.			81 Elletts.....	Ind.		
27 Cement City.....	Mich.			82 Edgemoor.....	Ind.		
28 Brooklyn.....	Mich.	330	290 270	83 Ward.....	Ind.		
29 Watkins.....	Mich.			84 Monmouth.....	Ind.		
30 Bridgewater.....	Mich.			85 Exline.....	Ind.		
31 Saline.....	Mich.			86 Grinnell.....	Ind.		
32 Pittsfield Junction.....	Mich.			87 Kankakee.....	Ind.		
33 Ypsilanti.....	Mich.			88 West Kankakee.....	Ind.		
				89 Bradley.....	Ind.		
Detroit Division. Fayette Branch.				90 Greenwich.....	Ind.		
34 Ogden.....	Mich.			91 Vase Bldg.....	Ind.		
35 Jasper.....	Mich.	230	285 260	92 Lehigh.....	Ind.		
36 Westin.....	Mich.			93 Goodrich.....	Ind.		
37 Monroe.....	Mich.			94 Union Hill.....	Ind.		
38 Fayette.....	Ohio.			95 Noddick.....	Ind.	304	340 324
				96 Blair.....	Ind.		
Detroit Branch.				97 Dwight.....	Ind.		
39 Vienna.....	Mich.			98 Sunbury.....	Ind.		
40 La Salle.....	Mich.			99 Adams.....	Ind.		
41 Monroe.....	Mich.			100 Budd.....	Ind.		
42 Stony Creek.....	Mich.			101 Miami.....	Ind.		
43 Newport.....	Mich.			102 Streator.....	Ind.		
44 Strongsville.....	Mich.						
45 Rockwood.....	Mich.	330	285 260	©Danville Division.			
46 Trenton.....	Mich.			103 Calmar.....	Ind.		
47 Shiley.....	Mich.			104 Grinnell.....	Ind.	0	0 0
48 Wyandotte.....	Mich.			105 Otham.....	Ind.		
49 Ermore.....	Mich.			106 Osborn.....	Ind.		
50 West Detroit.....	Mich.						
51 Delray.....	Mich.			107 Highlands.....	Ind.		
52 Junction Yard.....	Mich.			108 Hays.....	Ind.	364	320 300
53 River Rouge.....	Mich.			109 Hartdale.....	Ind.		
54 Woodmore.....	Mich.			110 St. John.....	Ind.		
55 Detroit.....	Mich.			111 Cook.....	Ind.		
				112 Belshaw.....	Ind.		

© Apply rates as prescribed in T. A. Lowry, Agent's Tariff No. 27-A. I. C. C. No. 82, Supplements thereto or releases thereof.  
© Rates to stations on the New York Central R. R., Kankakee and Danville Divisions, will not apply in connection with the Great

Trunk R. R.  
For routing, see Pages 67 to 69.

# RATES IN CENTS PER TON 2,000 POUNDS.

RATES IN CENTS PER FOR 100 POUNDS.											
Index No.	TO	From Stations Named on Pages 6 and 7				Index No.	TO	From Stations Named on Pages 6 and 7			
		Chicago Nov. 1 and 2	Chicago Nov. 3 and 4	Chicago Nov. 5 and 6	Chicago Nov. 1 and 2			Chicago Nov. 3 and 4	Chicago Nov. 5 and 6		
<b>THE NEW YORK CENTRAL RAILROAD CO.—Continued.</b>											
<b>© Danville Division—Continued.</b>											
1	Schneider.....	Ind.									
2	Lake Village.....	Ind.									
3	Conrad.....	Ind.									
4	Esos.....	Ind.									
5	Morocco.....	Ind.									
6	Ida.....	Ind.									
7	Kentland.....	Ind.									
8	Hawkins Spur.....	Ind.									
9	Peen.....	Ind.	364	320	300						
10	Dunn.....	Ind.									
11	Heady.....	Ind.									
12	Tab.....	Ind.									
13	Stewart.....	Ind.									
14	Slom.....	Ind.									
15	Allison.....	Ill.									
16	Campbell.....	Ill.									
17	Danville.....	Ill.									
18	Chicago.....	Ill.	274	329	309						
<b>THE NEW YORK CENTRAL RAILROAD CO. (Ohio Central Lines.)</b>											
<b>Eastern Division.</b>											
19	East Columbus.....	Ohio.									
20	Doreys.....	Ohio.									
21	Truro.....	Ohio.									
22	Rees.....	Ohio.									
23	Palmering.....	Ohio.	*244	*300	*180						
24	Harley.....	Ohio.									
25	Bard.....	Ohio.									
26	Baltimore.....	Ohio.									
27	Thurston.....	Ohio.									
28	Pineauville.....	Ohio.									
29	Miller'siding.....	Ohio.									
30	Roxville.....	Ohio.									
31	Bremen.....	Ohio.	271	236	221						
32	Pingdaleiding.....	Ohio.									
33	Junction City.....	Ohio.									
34	New Lexington.....	Ohio.									
35	Millersport.....	Ohio.									
36	Lakewood Park.....	Ohio.	*244	*300	*180						
37	Hebron.....	Ohio.									
38	Henth.....	Ohio.									
39	Granville.....	Ohio.									
40	Alexandria.....	Ohio.									
41	Johantown.....	Ohio.									
42	Croton.....	Ohio.	200	224	214						
43	Centerburg.....	Ohio.									
44	Rich Hill.....	Ohio.									
45	Parlan.....	Ohio.									
46	Marengo.....	Ohio.									
47	Fulton.....	Ohio.									
48	Mt. Gilead.....	Ohio.									
49	Edison.....	Ohio.									
50	Climes.....	Ohio.	200	234	214						
51	Martel.....	Ohio.									
52	New Winchester.....	Ohio.									
53	Beyrus.....	Ohio.									
54	Spore.....	Ohio.									
55	Lemont.....	Ohio.	200	204	230						
56	Deuonquat.....	Ohio.									
57	Sycamore.....	Ohio.									
<b>THE NEW YORK CENTRAL RAILROAD CO. (Ohio Central Lines.)</b>											
<b>Continued.</b>											
<b>Eastern Division—Continued.</b>											
58	McCurtainville.....	Ohio.									
59	Berwick.....	Ohio.									
60	New Hope.....	Ohio.									
61	Lansdale.....	Ohio.									
62	Fostoria.....	Ohio.									
63	Hatton.....	Ohio.									
64	Prairie Depot.....	Ohio.									
65	Woodside.....	Ohio.									
66	Pemberville.....	Ohio.									
67	Lakely.....	Ohio.									
68	Stacy Ridge.....	Ohio.									
69	Moline.....	Ohio.									
<b>Western Division.</b>											
70	Reaner.....	Ohio.									
71	Amlin.....	Ohio.									
72	Kde.....	Ohio.									
73	Arnold.....	Ohio.									
74	Dipple.....	Ohio.									
75	Marysville.....	Ohio.	200	204	214						
76	Peoria.....	Ohio.									
77	Haywards.....	Ohio.									
78	Loda.....	Ohio.									
79	West Mansfield.....	Ohio.									
80	Horton.....	Ohio.									
81	Ridgeway.....	Ohio.									
82	Mentor.....	Ohio.									
83	Kenton.....	Ohio.									
84	Blanchard.....	Ohio.									
85	Dunkirk.....	Ohio.									
86	Williamstown.....	Ohio.									
87	Arlington.....	Ohio.									
88	Beagle.....	Ohio.									
89	Findlay.....	Ohio.									
90	Mortimer.....	Ohio.									
91	Van Buren.....	Ohio.	200	204	214						
92	Galates.....	Ohio.									
93	Cynnet.....	Ohio.									
94	Trombley.....	Ohio.									
95	Merrill.....	Ohio.									
96	Portage.....	Ohio.									
97	Bowling Green.....	Ohio.									
98	Sugar Ridge.....	Ohio.									
99	Dunbridge.....	Ohio.									
100	Dowling.....	Ohio.									
101	Line City.....	Ohio.									
102	Toledo.....	Ohio.									
<b>St. Marys Branch.</b>											
103	East Liberty.....	Ohio.									
104	Zanesfield.....	Ohio.									
105	Bellefontaine.....	Ohio.									
106	McMoran.....	Ohio.									
107	Lewisport.....	Ohio.									
108	Summit Point.....	Ohio.									
109	Lake View.....	Ohio.									
110	Santa Fe.....	Ohio.	200	204	230						
111	Gutman.....	Ohio.									
112	Slater.....	Ohio.									
113	Wapakoneta.....	Ohio.									
114	Moulton.....	Ohio.									
115	St. Marys.....	Ohio.									

## \*REDUCTION.

© Rates to stations on the New York Central R. R., Kanakake and Danville Divisions will not apply in connection with the Grand Trunk R. R.

For routing, see Pages 87 to 92.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE NEW YORK CENTRAL RAILROAD CO. (Ohio Central Lines.) Continued.					THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO.—Continued.				
Zanesville Division.									
1	New Salem (Fairfield Co.)	Ohio			55	Cleveland	Ohio		
2	Thoraville	Ohio			56	Rocky River	Ohio		
3	York	Ohio			57	Dever Bay Park	Ohio		
4	Glenford	Ohio			58	North Dover	Ohio		
5	Olson Rock	Ohio			59	West Dover	Ohio		
6	Mt. Perry	Ohio	271	336	231	60	Avon	Ohio	
7	Fultonham	Ohio			61	Shedfield	Ohio		
8	White Cottage	Ohio			62	South Le...	Ohio		
9	Elizabeth	Ohio			63	Lorain	Ohio		
10	Lewis	Ohio			64	Oak Point	Ohio		
11	Muskingum	Ohio			65	Kishmoo	Ohio		
12	South Zanesville	Ohio			66	Vermilion	Ohio		
13	Zanesville	Ohio			67	Berlin Heights	Ohio		
					68	Shirrock	Ohio		
					69	Avery	Ohio	269	284
					70	Kimball	Ohio		
					71	Bellevue	Ohio		
					72	Cody	Ohio		
					73	Green Springs	Ohio		
					74	Old Fort	Ohio		
					75	Narco	Ohio		
					76	Maple Grove	Ohio		
					77	Ilers	Ohio		
					78	Aranda	Ohio		
					79	Mortimer	Ohio		
					80	McComb	Ohio		
					81	Shawtown	Ohio		
					82	Townwood	Ohio		
					83	Leipsa	Ohio		
					84	Millers City	Ohio		
					85	Kilmerville	Ohio	312	277
					86	Continental	Ohio		
					87	Hartsburg	Ohio		
					88	Oakwood	Ohio		
					89	Melrose	Ohio		
					90	Goshwin	Ohio		
					91	Broughton	Ohio		
					92	Latty	Ohio		
					93	Briceton	Ohio	330	286
					94	Worstell	Ohio		
					95	Payne	Ohio		
					96	Edgerton	Ind.		
					97	Dawkins	Ind.		
					98	New Haven	Ind.		
					99	Fl. Wayne	Ind.		
					100	Dunfee	Ind.		
					101	Reber	Ind.		
					102	Peabody	Ind.		
					103	Arnold's	Ind.	350	315
					104	South Whitley	Ind.		
					105	Sidney	Ind.		
					106	Packertown	Ind.		
					107	Claypool	Ind.		
					108	Burket	Ind.		
					109	Montrose	Ind.	264	320
					110	Tippencanoe	Ind.		
					111	Argus	Ind.		
					112	Rutland	Ind.		
					113	Bury Oak	Ind.		
					114	Other	Ind.		
					115	Knox	Ind.	364	320
					116	Newman	Ind.		
					117	Brown	Ind.		
					118	Hayville	Ind.		
54	Basil	Ohio	Rates canceled. New w within Cleveland, Ohio, Switching Districts and Cleveland, Ohio will apply.						

For routing, see Pages 37 to 39.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO.—Continued.					THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO.—Continued.				
Lake Erie and Western District. Continued.					Lake Erie and Western District. Continued.				
Main Line—Continued.					Main Line—Continued.				
1	Thomaston..... Ind.				55	Orates..... Ind.			
2	South Waukegan..... Ind.				56	Dundee..... Ind.			
3	Nickel..... Ind.				57	Elwood..... Ind.	330	295	270
4	Valparaiso..... Ind.	364	329	306	58	Hobbs..... Ind.			
5	Wheeler..... Ind.				59	Tipton..... Ind.			
6	Hobart..... Ind.								
7	South Gary..... Ind.				60	Goldsmith..... Ind.			
8	Vanlone..... Ind.				61	Kempston..... Ind.			
9	Homerille..... Ind.				62	Seircerville..... Ind.			
10	Osborn..... Ind.				63	Hillburg..... Ind.			
11	Hammond..... Ind.				64	Boylston..... Ind.	364	329	304
12	Burnham (Hagwisch)..... Ill.	①	②	③	65	Frankfort..... Ind.			
13	Solvay..... Ill.				66	Mulberry..... Ind.			
14	Stony Island..... Ill.				67	Dayton..... Ind.			
15	Chicago..... Ill.	364	329	306	68	La Fayette..... Ind.			
Lake Erie and Western District. Main Line.					69	Montmorenci..... Ind.			
16	Sandusky..... Ohio.				70	Otterbein..... Ind.			
17	Castalia..... Ohio.				71	Templeton..... Ind.			
18	Whitmore..... Ohio.				72	Oxford..... Ind.	364	329	306
19	Vicksburg..... Ohio.				73	Chase..... Ind.			
20	Erie..... Ohio.				74	Bowling..... Ind.			
21	Freemont..... Ohio.								
22	Davidson..... Ohio.				75	Talbot..... Ind.			
23	Havens..... Ohio.				76	Handy..... Ind.			
24	Burgess..... Ohio.				77	Ambia..... Ind.	364	329	306
25	Kanawha..... Ohio.				78	Cheneyville..... Ill.			
26	Amesden..... Ohio.				79	Hoopston..... Ill.			
27	Acadia..... Ohio.	299	264	239	80	East Lynn..... Ill.			
28	Carterline Spur..... Ohio.				81	Hustle..... Ill.			
29	Findlay..... Ohio.				82	Rankin..... Ill.			
30	Dyer..... Ohio.				83	Clarence..... Ill.			
31	Ransom..... Ohio.				84	Paxton..... Ill.			
32	Mt. Cory..... Ohio.				85	Perdueville..... Ill.			
33	Bluffton..... Ohio.				86	Elliott..... Ill.			
34	Beaver Dam..... Ohio.				87	Gibson City..... Ill.			
35	Lima..... Ohio.				88	Derby..... Ill.			
36	Hume..... Ohio.				89	Saybrook..... Ill.			
37	Buckland..... Ohio.				90	Arrowsmith..... Ill.			
38	Givewood..... Ohio.				91	Ellsworth..... Ill.			
39	Saint Marys..... Ohio.				92	Padua..... Ill.	384	349	334
Minster Branch.					93	Holder..... Ill.			
40	New Bremen..... Ohio.	337	302	277	94	Brockway..... Ill.			
41	Minster..... Ohio.				95	Bloomington..... Ill.			
Main Line.					96	Yule..... Ill.			
42	Celina..... Ohio.	318	283	258	97	Carlock..... Ill.			
43	Coldwater..... Ohio.				98	Congerville..... Ill.			
44	Fort Recovery..... Ohio.				99	Goodfield..... Ill.			
45	Brice..... Ind.				100	Deer Creek..... Ill.			
46	Portland..... Ind.				101	Crandall..... Ill.			
47	Blaine..... Ind.				102	Farmdale..... Ill.			
48	Red Key..... Ind.				103	East Peoria..... Ill.			
49	Albany..... Ind.	330	295	270	104	Peoria..... Ill.			
50	De Soto..... Ind.								
51	Muncie..... Ind.				105	Michigan City..... Ind.			
52	Cammarck..... Ind.				106	Belfast..... Ind.			
53	Gilman..... Ind.				107	La Porte..... Ind.			
54	Alexandria..... Ind.				108	Stillwell..... Ind.			
					109	Dillon..... Ind.	364	329	306
					110	Kankakee..... Ind.			
					111	Walkerton..... Ind.			
					112	Tyner..... Ind.			

Apply rates as prescribed on L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or reissues thereof.  
For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO. Continued.					NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO. Continued.				
Lake Erie and Western District—Continued.					Clover Leaf District.				
Main Line—Continued.									
1	Plymouth.....	Ind.			58	Wildwood.....	Ohio.....		
2	Argos.....	Ind.			59	Water Purification Works.....	Ohio.....		
3	Walnut.....	Ind.	364	329 304	60	Copeland.....	Ohio.....	299	264 239
4	Ticon.....	Ind.			61	Miami.....	Ohio.....		
5	Rochester.....	Ind.			62	Maumee.....	Ohio.....		
6	Wagoners.....	Ind.							
7	Macy.....	Ind.			63	Waterville.....	Ohio.....		
8	Deeds.....	Ind.			64	Bailey.....	Ohio.....		
9	Denver.....	Ind.			65	Grand Rapids.....	Ohio.....		
10	Doyle.....	Ind.			66	McClure.....	Ohio.....		
					67	Gretton.....	Ohio.....		
11	Peru.....	Ind.			68	Malinta.....	Ohio.....		
12	Bunker Hill.....	Ind.			69	Elery.....	Ohio.....		
13	Miami.....	Ind.	335	300 275	70	Holgate.....	Ohio.....		
14	Bennetta.....	Ind.			71	New Bavaria.....	Ohio.....		
15	Canaville.....	Ind.			72	Pleasant Bend.....	Ohio.....	312	277 252
					73	North Creek.....	Ohio.....		
16	Kokomo.....	Ind.			74	Waterman.....	Ohio.....		
17	Fairfield.....	Ind.			75	Continental.....	Ohio.....		
18	Sharpville.....	Ind.			76	Dupont.....	Ohio.....		
19	Jacksons.....	Ind.			77	Cloverdale.....	Ohio.....		
20	Atlanta.....	Ind.	330	295 270	78	Muntanna.....	Ohio.....		
21	Arcadia.....	Ind.			79	Douglas.....	Ohio.....		
22	Cicero.....	Ind.			80	Pt. Jennings.....	Ohio.....		
23	Noblesville.....	Ind.			81	Delphos.....	Ohio.....		
24	Fishers.....	Ind.							
25	Castleton.....	Ind.			82	Landeck.....	Ohio.....		
26	Malott Park.....	Ind.			83	Venedocia.....	Ohio.....	330	295 270
Fort Wayne, Cincinnati & Louisville R. R.					84	Jonestown.....	Ohio.....		
27	Fort Wayne.....	Ind.			85	Ohio City.....	Ohio.....		
28	Hugo.....	Ind.							
29	Ferguson.....	Ind.			86	Dull.....	Ohio.....		
30	Yoder.....	Ind.			87	Schumm.....	Ohio.....		
31	Ocean.....	Ind.			88	Willshire.....	Ohio.....		
32	Kingsland.....	Ind.			89	Pleasant Mills.....	Ind.		
33	Bluffton.....	Ind.			90	Decatur.....	Ind.		
34	Poneto.....	Ind.			91	Peterson.....	Ind.		
35	Keystone.....	Ind.			92	Curryville.....	Ind.		
36	Montpelier.....	Ind.			93	Craigville.....	Ind.		
37	Mollies.....	Ind.			94	Bluffton.....	Ind.	330	295 270
38	Hartford City.....	Ind.	330	295 270	95	Liberty Centre.....	Ind.		
39	Eaton.....	Ind.			96	Buckeye.....	Ind.		
40	Shideler.....	Ind.			97	Warren.....	Ind.		
41	Royerton.....	Ind.			98	Van Buren.....	Ind.		
42	Whitely.....	Ind.			99	Landess.....	Ind.		
43	Industry.....	Ind.			100	Marion.....	Ind.		
44	Cowan.....	Ind.			101	Roseburg.....	Ind.		
45	Oakville.....	Ind.			102	Herbet.....	Ind.		
46	Springport.....	Ind.			103	Swaysee.....	Ind.		
47	Mt. Summit.....	Ind.							
Rushville Branch.					104	Sims.....	Ind.		
48	New Castle.....	Ind.			105	Sycamore.....	Ind.	430	4205 4270
49	New Lisbon.....	Ind.	297	262 252	106	Greentown.....	Ind.		
50	Cambridge City.....	Ind.			107	Vermont.....	Ind.		
51	Milton.....	Ind.			108	Kokomo.....	Ind.		
52	Beesona.....	Ind.							
Rushville Branch.					109	Middleton's.....	Ind.		
53	Spiceland.....	Ind.			110	Russville.....	Ind.		
54	Dunreith.....	Ind.			111	Forest.....	Ind.	364	329 304
55	Mays.....	Ind.	297	262 252	112	Michigantown.....	Ind.		
56	Sexton.....	Ind.			113	Avery.....	Ind.		
57	Rushville.....	Ind.			114	Frankfort.....	Ind.		
					115	Jefferson.....	Ind.		
					116	Fickle.....	Ind.		

\*REDUCTION.  
For routing, see Pages 67 to 89.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 8 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO. Continued.					NORFOLK AND WESTERN RAILWAY CO.				
Clover Leaf District. Continued.					Cincinnati Division.				
1	Clark's Hill..... Ind.	364	329	304	55	Book..... Ohio.			
2	Kirkpatrick..... Ind.				56	Roca..... Ohio.			
3	Linden..... Ind.				57	McDermott..... Ohio.			
4	New Richmond..... Ind.				58	Arion..... Ohio.			
5	Wingate..... Ind.				59	Henley..... Ohio.			
6	Mellott..... Ind.				60	Otway..... Ohio.			
7	Voedersburg..... Ind.	364	329	309	61	Harden..... Ohio.			
8	Cairo..... Ind.				62	Mineral Springs..... Ohio.			
9	Silverwood..... Ind.				63	Beaver Pond..... Ohio.			
10	Cayuga..... Ind.				64	Plum Run..... Ohio.			
11	Hummick..... Ill.				65	Peebles..... Ohio.			
12	Hodge Farm..... Ill.				66	Lawshe..... Ohio.			
					67	Seaman (Adams Co.)..... Ohio.			
13	Mabel..... Ill.				68	Winchester..... Ohio.			
14	Mortimer..... Ill.				69	Marion..... Ohio.			
15	Dillon..... Ill.				70	Sardinia..... Ohio.			
16	Metcalfe..... Ill.				71	Mount Oreb..... Ohio.			
17	Melwood..... Ill.				72	Bodman..... Ohio.			
18	Bowman..... Ill.				73	Eastwood..... Ohio.			
19	Brocton..... Ill.				74	Williamsburg..... Ohio.			
20	King's Crossing..... Ill.	384	349	334	75	Afton..... Ohio.			
21	Oakland..... Ill.				76	Batavia..... Ohio.			
22	Bardus..... Ill.				77	Gerson..... Ohio.	234	199	180
23	Bushon..... Ill.				78	Peristown..... Ohio.			
24	Farr Grange..... Ill.				79	Gravel Pit..... Ohio.			
25	Charleston..... Ill.				80	Contractors Stone and Gravel Co..... Ohio.			
26	Lerna..... Ill.				81	Ancor..... Ohio.			
27	Trilla..... Ill.				82	Newtown..... Ohio.			
28	Neoga..... Ill.				83	Clare..... Ohio.			
29	Trowbridge..... Ill.				84	Maneront..... Ohio.			
30	Kingman..... Ill.				85	Newburg (Hamilton Co.)..... Ohio.			
31	Stewardson..... Ill.				86	Hyde Park..... Ohio.			
32	Mode..... Ill.				87	Cleneay..... Ohio.			
33	Cowden..... Ill.				88	Evanston..... Ohio.			
34	Herrick..... Ill.				89	Hildewild..... Ohio.			
35	Dresser..... Ill.				90	Avondale..... Ohio.			
36	Ramsey..... Ill.				91	Cincinnati..... Ohio.			
37	Bayle..... Ill.				92	Norwood..... Ohio.			
38	Bingham..... Ill.				93	Bond Hill..... Ohio.			
39	Filmora..... Ill.				94	Elmwood..... Ohio.			
40	Chapman..... Ill.	422	387	372	95	Woodburn Avenue..... Ohio.			
41	Coften..... Ill.				96	St. Bernard..... Ohio.			
42	Donnellson..... Ill.				97	Ivorydale..... Ohio.			
43	Pasana..... Ill.								
44	Sorento..... Ill.								
45	New Douglas..... Ill.				98	Mowrystown..... Ohio.			
46	Alhambra..... Ill.				99	Taylorville..... Ohio.	247	212	202
47	Kaufman..... Ill.				100	East Danville..... Ohio.			
48	Fruit..... Ill.								
49	Edwardsville..... Ill.								
50	Glen Carbon..... Ill.								
51	Peters..... Ill.				101	New Market..... Ohio.	250	224	214
52	Stallings..... Ill.				102	Hillsboro..... Ohio.			
53	Madison..... Ill.								
54	East St. Louis..... Ill.								
To New York, Ohio.									

Bill to Norwood, Ohio.

Bill to Ivorydale, Ohio.

## ABSORPTION OF SWITCHING CHARGES.

AT  
Ivorydale..... Ohio.  
Hillsboro..... Ohio.  
Sardinia..... Ohio.

The rates named above to destinations specified above, will also include delivery to consignees and industries located on tracks of connecting lines, to which traffic handled by the Norfolk and Western Ry. is authorized by such connecting lines, in lawfully published tariffs.

Where connecting lines tariffs provide for additional charge for use of "Team" or "Bulk" tracks, such charges will be in addition to rates named above.

At Cincinnati, Ohio—All deliveries on the Chesapeake & Ohio Railway, (except to points in State of Kentucky) and on Cincinnati, New Orleans & Texas Pacific R.R. (except to points in State of Kentucky) as shown in Cincinnati Carload Tariff No. 14, N. & W. Ry., Tariff No. 12260, I. B. T. Jones Agent's I. C. C. No. 1395, amendments thereto or resissues thereof.

The "Team" or "Bulk" Tracks of the C. & O. Railway, and the C. N. O. & T. P. R. R. may be used at the option of those roads, for unloading carload shipments, but special permission must be obtained from agents in each case. When such authority has been granted a truckage charge of \$2.70 per car will be made in each case. This to be in addition to rates named above.

For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
NORFOLK AND WESTERN RAIL- WAY CO.—Continued.					THE NORTHERN OHIO RAILWAY CO.				
Scioto Valley Division.									
1	Ceredo..... W. Va.	*163	*128	*108	47	Paxton..... Ohio.			
2	Kenova..... W. Va.				48	Sharon Center..... Ohio.			
3	North Kenova..... Ohio.	202	167	117	49	Bonets..... Ohio.			
4	Coal Grove..... Ohio.				50	Medina..... Ohio.			
5	Ironton..... Ohio.				51	Thompsona..... Ohio.			
					52	Litchfield..... Ohio.			
6	Hanging Rock..... Ohio.				53	Risley..... Ohio.			
7	Union Landing Siding..... Ohio.				54	Spencer..... Ohio.			
8	Haverhill..... Ohio.				55	Huntington..... Ohio.			
9	Gennetts..... Ohio.				56	Bakers..... Ohio.			
10	Franklin Furnace..... Ohio.	202	167	122	57	Semple..... Ohio.			
11	Wheelerburg..... Ohio.				58	New London..... Ohio.			
12	Sciotoville..... Ohio.				59	Greenwich..... Ohio.			
13	Carl..... Ohio.				60	Plymouth..... Ohio.			
14	New Boston..... Ohio.				61	Gardner..... Ohio.			
15	Portsmouth..... Ohio.	204	169	139	62	North Auburn..... Ohio.	299	264	239
16	George..... Ohio.				63	New Washington..... Ohio.			
17	Lucasville..... Ohio.				64	Chatfield..... Ohio.			
18	Chifford..... Ohio.				65	Lykens..... Ohio.			
19	Wetmore..... Ohio.				66	Plankton..... Ohio.			
20	Wakefield..... Ohio.				67	Sycamore..... Ohio.			
21	Sargents..... Ohio.				68	Tymochtee..... Ohio.			
22	Van Meters..... Ohio.				69	Pratts..... Ohio.			
23	Piketon..... Ohio.				70	Mt. Blanchard..... Ohio.			
24	Glen Jean..... Ohio.				71	Arlington..... Ohio.			
25	Waverly..... Ohio.				72	Jeners..... Ohio.			
26	Corwine..... Ohio.	239	194	164	73	Cordelia..... Ohio.			
27	Omega..... Ohio.				74	Bluffton..... Ohio.			
28	Fosters..... Ohio.				75	Pandora..... Ohio.			
29	Higby..... Ohio.				76	Columbus Grove..... Ohio.			
30	Pride..... Ohio.								
31	Lunbeck..... Ohio.				77	Vaughnsville..... Ohio.			
32	Chillicothe..... Ohio.				78	Rimer..... Ohio.	312	277	252
33	Kinnickinnick..... Ohio.				79	Rushmore..... Ohio.			
34	Kingston..... Ohio.				80	Delphos..... Ohio.			
35	Elmwood Farm..... Ohio.								
36	Hayesville..... Ohio.								
37	Circleville..... Ohio.								
					THE PENNSYLVANIA RAILROAD CO.				
					Western Lines.				
					Pittsburgh Terminal Division.				
38	Bella Siding..... Ohio.				81	Ambridge..... Pa.	322	287	277
39	Ashville..... Ohio.								
40	Duvalle..... Ohio.								
41	Lockbourne..... Ohio.	244	209	189					
42	Miner..... Ohio.								
43	Obets..... Ohio.								
44	Valley Crossing..... Ohio.								
45	Bannon..... Ohio.								
46	Columbus..... Ohio.								

ABSORPTION OF SWITCHING CHARGES.

AT

AT

AT

Chillicothe..... Ohio.  
Circleville..... Ohio.  
Columbus..... Ohio.

Ironton..... Ohio.  
Kenova..... W. Va.  
Portsmouth..... Ohio.

Sciotoville..... Ohio.  
Waverly..... Ohio.

The rates named above to destinations specified above, will also include delivery to consignees and industries located on tracks of connecting lines, to which traffic handled by the Norfolk and Western Ry. is authorized by such connecting lines, in lawfully published tariffs.

Where connecting lines tariffs provide for additional charge for use of "Team" or "Bulk" tracks, such charge will be in addition to rates named above.

\*Reduction.

For routing, see Pages 67 to 69.

40 RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued.					THE PENNSYLVANIA RAILROAD CO.—Continued.				
Western Lines—Continued.					Western Lines—Continued.				
Eastern Division.					Fort Wayne Division—Continued.				
Main Line.									
1	Leetonia.....Ohio.				52	Atwood.....Ind.			
2	Salem.....Ohio.				53	Etna Green.....Ind.			
3	Garfield.....Ohio.				54	Bourbon.....Ind.	364	329	304
4	Beloit.....Ohio.				55	Inwood.....Ind.			
5	Sebring.....Ohio.				56	Plymouth.....Ind.			
6	Alliance.....Ohio.				57	Donaldson.....Ind.			
7	Maximo.....Ohio.				58	Grovertown.....Ind.			
8	Louenville.....Ohio.				59	Hamlet.....Ind.			
9	Canton.....Ohio.				60	Davis.....Ind.			
10	Masonville.....Ohio.				61	Bee Grove.....Ind.			
11	Lawrence.....Ohio.	299	264	239	62	Hanna.....Ind.	364	329	309
12	Burton City.....Ohio.				63	Wanatab.....Ind.			
13	Smithville.....Ohio.				64	Montdale.....Ind.			
14	Wooeter.....Ohio.				65	Valparaiso.....Ind.			
15	Shreve.....Ohio.				66	Wheeler.....Ind.			
16	Custaloga.....Ohio.				67	Hobart.....Ind.			
17	Big Prairie.....Ohio.				68	Liverpool.....Ind.			
18	Lakerville.....Ohio.				69	Gary.....Ind.			
19	Loudonville.....Ohio.				Chicago Terminal Division.				
20	Perryville.....Ohio.				Main Line.				
21	Lucas.....Ohio.				70	Indiana Harbor.....Ind.			
Mansfield Division.					71	Whiting.....Ind.			
22	Mansfield.....Ohio.				72	Robertsdale.....Ind.			
23	Crestline.....Ohio.				73	Roby.....Ind.			
24	Robinson.....Ohio.				74	East Side.....Ill.	⊕	⊕	⊕
25	Nevada.....Ohio.				75	River Branch Junction.....Ill.			
26	Upper Sandusky.....Ohio.				76	South Chicago.....Ill.			
27	Kirby.....Ohio.				77	Grand Crossing.....Ill.			
28	Forest.....Ohio.	299	264	239	78	Englewood.....Ill.			
29	Dunkirk.....Ohio.				79	Tonietown.....Ind.			
30	Dola.....Ohio.				80	Chicago.....Ill.	364	329	309
31	Law's Siding.....Ohio.				S. C. & S. Branch.				
32	Ada.....Ohio.				81	East Chicago.....Ind.			
33	Lafayette.....Ohio.				82	Republic.....Ind.	⊕	⊕	⊕
34	Lima.....Ohio.				83	Hammond.....Ind.			
35	Elida.....Ohio.	312	277	252	84	Hegewisch.....Ill.			
36	Delphos.....Ohio.				Calumet River Branch.				
37	Middlepoint.....Ohio.	330	295	270	85	Claburn.....Ill.	⊕	⊕	⊕
38	Van Wert.....Ohio.				S. C. & S. Branch.				
39	Richey.....Ohio.				Continued.				
40	Conroy.....Ohio.				86	Liberty.....Ill.	⊕	⊕	⊕
41	Dixon.....Ohio.	330	295	270	C. & P. Division.				
42	Monroeville.....Ind.				Main Line.				
43	Naples.....Ind.				87	Rochester.....Pa.			
Fort Wayne Division.					88	Midland.....Pa.			
44	Fort Wayne.....Ind.	330	295	270	89	Laughlin.....Ohio.	299	264	239
45	Areola.....Ind.				90	East Liverpool.....Ohio.			
46	Cosmo.....Ind.				91	Wellsville.....Ohio.			
47	Columbia City.....Ind.								
48	Larwill.....Ind.	350	315	290					
49	Pierston.....Ind.								
50	Winona Lake.....Ind.								
51	Warsaw.....Ind.								

⊕ Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or release thereof.  
For routing, see Pages 57 to 63.

**RATES IN CENTS PER TON 2,000 POUNDS.**

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7			
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6	
THE PENNSYLVANIA RAILROAD CO.—Continued.					THE PENNSYLVANIA RAILROAD CO.—Continued.					
Western Lines—Continued.					Western Lines—Continued.					
Wheeling Division.					Bessemer Branch.					
1	Port Homer.....	Ohio..			47	Walford.....	Pa.	299	264	239
2	Empire.....	Ohio..								
3	Freemans.....	Ohio..								
4	Toror.....	Ohio..								
5	Brilliant.....	Ohio..								
6	Rush Run.....	Ohio..	299	264	239					
7	Rayland.....	Ohio..								
8	Tiltonville.....	Ohio..			48	Lordstown.....	Ohio..			
9	Martins Ferry.....	Ohio..			49	North Jackson.....	Ohio..			
10	Bridgeport.....	Ohio..			50	Rosemont.....	Ohio..	299	264	239
					51	Ellsworth.....	Ohio..			
					52	Berlin Centre.....	Ohio..			
					53	Snodess.....	Ohio..			
C. & P. Division.					Mahoningtown Branch.					
Main Line—Continued.										
11	Linaville.....	Ohio..			54	New Castle.....	Pa.	299	264	239
12	Atwater.....	Ohio..								
13	Rootstown.....	Ohio..								
14	Ravenna.....	Ohio..								
15	Earlville.....	Ohio..	299	264	239					
16	Macedonia.....	Ohio..								
17	Bedford.....	Ohio..								
18	Woodland Ave.....	Ohio..			55	Farrell.....	Pa.			
19	Cleveland.....	Ohio..			56	Sharon.....	Pa.	299	264	239
					57	Sharpsville.....	Pa.			
20					58	Erie.....	Pa.	370	335	315
Tuscarawas Branch.					P. F. W. & C. Division.					
	New Philadelphia.....	Ohio..	299	264	239	Toledo Division.				
21	Dover.....	Ohio..				Main Line.				
22	Zoarville.....	Ohio..			59	Vernon.....	Ohio..			
23	Valley Junction.....	Ohio..			60	Hines.....	Ohio..			
24	Mineral Point.....	Ohio..			61	Tiro.....	Ohio..			
25	Magnolia.....	Ohio..			62	New Washington.....	Ohio..			
26	Waynesburg.....	Ohio..			63	St. Stephens.....	Ohio..			
27	Malvern.....	Ohio..			64	Bloomville.....	Ohio..			
28	Onesda.....	Ohio..	*299	*264	*239	65	Rockaway.....	Ohio..		
29	Minerva.....	Ohio..			66	Swander.....	Ohio..			
					67	Tiffin.....	Ohio..			
C. & P. Division—Continued.					68	Cromers.....	Ohio..			
30	Bayard.....	Ohio..			69	Maple Grove.....	Ohio..	299	264	239
31	Moulton.....	Ohio..			70	Betsville.....	Ohio..			
32	Homeworth.....	Ohio..			71	Burgoon.....	Ohio..			
					72	Millersville.....	Ohio..			
E. & A. Division.					73	Helena.....	Ohio..			
Main Line.					74	Gibsonburg.....	Ohio..			
33	Struthers.....	Ohio..			75	Woodville.....	Ohio..			
34	Youngstown.....	Ohio..			76	Toussaint.....	Ohio..			
35	Girard.....	Ohio..	299	264	239	77	Webbs.....	Ohio..		
36	Brier Hill.....	Ohio..			78	Latcha.....	Ohio..			
37	Niles.....	Ohio..			79	Toledo.....	Ohio..			
38	Warren.....	Ohio..								
39	Champion.....	Ohio..								
40	Bristolville.....	Ohio..								
41	Oakfield.....	Ohio..								
42	Lockwood.....	Ohio..								
43	East Orwell.....	Ohio..	347	312	302					
44	New Lyme.....	Ohio..								
45	Rome.....	Ohio..								
46	Eagleville.....	Ohio..								
46a	Ashtabula.....	Ohio..	*357	*322	*302					
46b	Ashtabula Harbor.....	Ohio..								
					Sandusky Branch.					
					80	North Broadway.....	Ohio..			
					81	Chaseland.....	Ohio..			
					82	Worthington.....	Ohio..			
					83	Flint.....	Ohio..	*247	212	202
					84	Orange.....	Ohio..			
					85	Lewis Center.....	Ohio..			
					86	Gregory.....	Ohio..			
					87	Delaware.....	Ohio..			

\*REDUCTION.  
For routing, see Pages 87 to 89.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued.									
Western Lines—Continued.									
Sandusky Branch—Continued.									
1	Troyton..... Ohio.				47	Brink Haven..... Ohio.			
2	Norton..... Ohio.				48	Danville..... Ohio.	282	247 227	
3	Waldo..... Ohio.	269	234	214	49	Howard..... Ohio.			
4	Lynn..... Ohio.				50	Gambier..... Ohio.			
5	Marion..... Ohio.				51	Mt. Vernon..... Ohio.	269	234 214	
6	Harvey..... Ohio.				52	Beaige..... Ohio.			
7	Hoover..... Ohio.				53	Mt. Liberty..... Ohio.			
8	Tubias..... Ohio.				54	Centerburg..... Ohio.			
9	Monnette..... Ohio.				55	Condit..... Ohio.	239	224 214	
10	Bucyrus..... Ohio.	299	264	239	56	Sunbury..... Ohio.			
11	Bradysville..... Ohio.				57	Gulona..... Ohio.			
12	Ridgton..... Ohio.				58	Westerville..... Ohio.			
13	Chaffield..... Ohio.				59	Linden Heights..... Ohio.	258	222 205	
14	Carrothers..... Ohio.								
15	Attica..... Ohio.								
Toledo Division.									
Main Line.									
16	Omar..... Ohio.				60	Zanesville..... Ohio.			
17	Frank..... Ohio.				61	South Zanesville..... Ohio.			
18	Flat Rock..... Ohio.				62	Roseville..... Ohio.			
19	Bellvue..... Ohio.	299	264	239	63	Crooksville..... Ohio.			
20	Parkerson..... Ohio.				64	McLurey..... Ohio.			
21	Weyers..... Ohio.				65	Wilburn..... Ohio.	271	236 221	
22	Sandusky..... Ohio.				66	New Lexington..... Ohio.			
Marietta Division.									
23	Ediam..... Ohio.	299	264	239	67	Junction City..... Ohio.			
24	Walbonding..... Ohio.				68	Flagdale..... Ohio.			
25	Cambridge..... Ohio.	307	272	252	69	Bremes..... Ohio.			
26	Caldwell..... Ohio.				70	North Berne..... Ohio.			
Akron Division.									
Main Line.									
27	Hudson..... Ohio.				71	Lancaster..... Ohio.			
28	Stets..... Ohio.				72	Del Mount..... Ohio.	264	229 214	
29	Cuyahoga Falls..... Ohio.				73	Amarda..... Ohio.			
30	Akron..... Ohio.				74	Stoutsville..... Ohio.			
31	South Akron..... Ohio.				75	Whiskey Switch..... Ohio.			
32	Barberton..... Ohio.	299	264	239	76	Kinderhook..... Ohio.			
33	Clinton (Summit Co.)..... Ohio.				77	Williamsport..... Ohio.			
34	Warwick..... Ohio.				78	Atlanta..... Ohio.	259	224 214	
35	Marshallville..... Ohio.				79	New Holland..... Ohio.			
36	Cressville..... Ohio.				80	Johnson's..... Ohio.			
37	East Union..... Ohio.				81	Olympia..... Ohio.			
Apple Creek Branch.									
38	Kidron..... Ohio.	299	264	239	82	Washington C. H..... Ohio.			
39	West Lebanon..... Ohio.				83	Jasper..... Ohio.			
Main Line—Continued.									
40	Apple Creek..... Ohio.				84	Selden..... Ohio.			
41	Fredericksburg..... Ohio.				85	Selma..... Ohio.			
42	Holmesville..... Ohio.	299	264	239	86	Reesville..... Ohio.			
43	Millersburg..... Ohio.				87	Melvin..... Ohio.			
44	Killbuck..... Ohio.				88	Clinton (Clinton Co.)..... Ohio.	264	229 214	
45	Glenmont..... Ohio.				89	Wilmington..... Ohio.			
46	Bedford Pass..... Ohio.				90	Ogden..... Ohio.			
(Pennsylvania-Detroit Railroad Co.)									
94	Alexia..... Ohio.				91	Clarksville..... Ohio.			
95	Erie..... Mich.				92	Ficks..... Ohio.			
96	Winchester..... Mich.								
97	Monroe..... Mich.	320	285	260					
98	Steiner..... Mich.								
99	Grafton..... Mich.								
100	Carlston..... Mich.								
101	Detroit..... Mich.								

For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Main Line.					THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Cincinnati Division—Continued.				
1	Taylor..... Ohio..				51	Spring Valley..... Ohio..			
2	Black Lick..... Ohio..				52	Roxana..... Ohio..			
3	Summit..... Ohio..				53	Waynesville..... Ohio..			
4	Pataskala..... Ohio..				54	Oregonia..... Ohio..			
5	Outville..... Ohio..				55	Fort Ancient..... Ohio..			
6	Union (Licking Co.)..... Ohio..	269	234	214	56	Morrow..... Ohio..			
7	Heath..... Ohio..				57	South Lebanon..... Ohio..			
8	Newark..... Ohio..				58	Middletown Junction..... Ohio..			
9	Marne..... Ohio..				59	King's Mills..... Ohio..	259	224	214
10	Hanover..... Ohio..				60	Foster's..... Ohio..			
11	Black Run..... Ohio..				61	Loveland..... Ohio..			
12	Franklinburg..... Ohio..				62	Branch Hill..... Ohio..			
13	Uhrichville..... Ohio..				63	Miamsville..... Ohio..			
14	Dennison..... Ohio..	299	264	239	64	Camp Dennison..... Ohio..			
15	Bowerston..... Ohio..				65	Milford..... Ohio..			
16	Mingo Junction..... Ohio..				66	Terrace Park..... Ohio..			
17	Steuersville..... Ohio..				67	Plainville..... Ohio..			
P. W. & K. Branch.					68	Red Bank..... Ohio..			
18	Follansbee..... W. Va.	299	264	239	69	Linwood..... Ohio..	234	199	189
19	Wheeling..... W. Va.				70	Carrel Street..... Ohio..			
New Cumberland Branch.					71	Pendleton Shop..... Ohio..			
20	Weirton..... W. Va.	299	264	239	72	Cincinnati..... Ohio..			
21	Chester..... W. Va.				Indianapolis Division.				
Pittsburgh Terminal Division.					73	Marble Cliff..... Ohio..	257	222	202
22	Pittsburgh..... Pa.	322	287	277	74	Hillards..... Ohio..			
Chartiers Branch.					75	Hayden..... Ohio..	269	234	214
23	Washington..... Pa.	322	287	277	76	Plain City..... Ohio..			
Cincinnati Division.					77	Unionville..... Ohio..			
24	Sullivant..... Ohio..				78	Milford Centre..... Ohio..			
25	Alton..... Ohio..				79	Woodstock..... Ohio..			
26	West Jefferson..... Ohio..				80	Cable..... Ohio..	294	259	239
27	London..... Ohio..	269	234	214	81	Hagenbaugh..... Ohio..			
28	Florence..... Ohio..				82	Urbana..... Ohio..			
29	South Charleston..... Ohio..				83	Westville..... Ohio..	299	264	239
30	Selma..... Ohio..				84	St. Paris..... Ohio..			
31	Cedarville..... Ohio..				85	Conover..... Ohio..			
32	Wilberforce..... Ohio..				86	Fletcher..... Ohio..			
33	Xenia..... Ohio..	259	224	214	87	Piqua..... Ohio..			
Springfield Branch.					88	Covington..... Ohio..	306	271	246
34	Oldtown..... Ohio..				89	Bradford..... Ohio..			
35	Goes..... Ohio..				90	Gettysburg..... Ohio..	318	283	238
36	Yellow Springs..... Ohio..	269	234	214	91	Greenville..... Ohio..			
37	Oak View..... Ohio..				92	Weavers..... Ohio..			
38	Buonry Chapel..... Ohio..				93	New Madison..... Ohio..			
39	Springfield..... Ohio..				94	New Paris..... Ohio..	296	261	246
Xenia and Richmond Branch.					95	Richmond..... Ind.			
40	Trebein..... Ohio..				96	East Haven..... Ind.			
41	Alpha..... Ohio..	259	224	214	97	Centerville..... Ind.			
42	Clement..... Ohio..				98	Germanstown..... Ind.			
43	Dayton..... Ohio..				99	Cambridge City..... Ind.			
44	Stillwater Junction..... Ohio..				100	Dublin..... Ind.			
45	Trotwood..... Ohio..	272	237	227	101	Strawns..... Ind.			
46	Brookville..... Ohio..				102	Lewisville..... Ind.			
47	Dodson..... Ohio..				103	Dunreith..... Ind.	297	262	232
48	West Sonora..... Ohio..				104	Knightstown..... Ind.			
49	West Manchester..... Ohio..	296	261	246	105	Charlottesville..... Ind.			
50	El Dorado..... Ohio..				106	Greenfield..... Ind.			
					107	Philadelphias..... Ind.			
					108	Gem..... Ind.			
					109	Cumberland..... Ind.			
					110	Irvington..... Ind.			
					111	Indianapolis..... Ind.			

For routing, see Pages 67 to 89.

## RATES IN CENTS PER TON 2,000 POUNDS.

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		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued.									
Western Lines—Continued.									
Logansport Division.									
1	Horatio.....	Ohio.							
2	Sislerideo.....	Ohio.			60	Schererville.....	Ind.		
3	Pikeville.....	Ohio.			61	Hartdale.....	Ind.		
4	Woodington.....	Ohio.	318	283	258	62	Maynard.....	Ind.	364 329 309
5	Union City.....	Ind.			63	Lansing.....	Ill.		
6	Saratoga.....	Ind.							
7	Deerfield.....	Ind.							
8	Ridgeville.....	Ind.							
Chicago Terminal Division.									
9	Powers.....	Ind.			64	Bernice.....	Ill.		
10	Red Key.....	Ind.			65	Globe.....	Ill.	364 329 309	
11	Dunkirk.....	Ind.			66	Berger.....	Ill.		
12	Mill Grove.....	Ind.							
13	Hartford City.....	Ind.							
14	Renner.....	Ind.			67	Dolton.....	Ill.		
15	Upland.....	Ind.	330	295	270	68	Riverdale.....	Ill.	
16	Gas City.....	Ind.			69	Blue Island Road.....	Ill.	⊕ ⊕ ⊕	
17	Bethaven.....	Ind.			70	West Pullman.....	Ill.		
18	Marion.....	Ind.			71	Washington Heights.....	Ill.		
19	Sweetser.....	Ind.							
20	Mier.....	Ind.			72	Chicago.....	Ill.	364 329 309	
21	Converse.....	Ind.							
Muncie Branch.									
22	Rich.....	Ind.			73	Kenneth.....	Ind.		
23	Swayzee.....	Ind.			74	Lake Cicott.....	Ind.		
24	Cole.....	Ind.			75	Burnettsville.....	Ind.		
25	Radley.....	Ind.			76	Idaville.....	Ind.		
26	Wright.....	Ind.			77	Monticello.....	Ind.		
27	Fairmount.....	Ind.			78	Reynolds.....	Ind.		
28	Fowlerton.....	Ind.	330	295	270	79	Seaford.....	Ind.	364 329 309
29	Matthews.....	Ind.			80	Wolcott.....	Ind.		
30	Wheeling.....	Ind.			81	Remington.....	Ind.		
31	Stockport.....	Ind.			82	Goodland.....	Ind.		
32	Anthony.....	Ind.			83	Perkins Spur.....	Ind.		
33	Industry.....	Ind.			84	Kentland.....	Ind.		
34	Muncie.....	Ind.			85	Effner.....	Ind.		
Richmond Division.									
35	Amboy.....	Ind.			86	Walton.....	Ind.		
36	North Grove.....	Ind.	335	300	275	87	Lincoln.....	Ind.	364 329 304
37	McGrawville.....	Ind.			88	Galveston.....	Ind.		
38	Lowes.....	Ind.							
39	Bunker Hill.....	Ind.							
40	Onward.....	Ind.			89	Kokomo.....	Ind.		
41	Asoka.....	Ind.	364	329	304	90	Centre.....	Ind.	
42	Logansport.....	Ind.			91	Hemlock.....	Ind.		
43	Royal Center.....	Ind.			92	Nevada.....	Ind.		
44	Thornhope.....	Ind.			93	Windfall.....	Ind.		
45	Star City.....	Ind.			94	Curtsville.....	Ind.		
46	Winamac.....	Ind.			95	Elwood.....	Ind.	330 295 270	
47	Ripley.....	Ind.			96	Frankton.....	Ind.		
48	Denham.....	Ind.			97	Florida.....	Ind.		
49	North Judson.....	Ind.			98	Anderson.....	Ind.		
50	English Lake.....	Ind.			99	Middletown.....	Ind.		
51	Montgomery.....	Ind.	364	329	309	100	Honey Creek.....	Ind.	
52	La Crosse.....	Ind.			101	Sulphur Springs.....	Ind.		
53	Grammer.....	Ind.			102	New Castle.....	Ind.		
54	Kouts.....	Ind.			103	Millville.....	Ind.		
55	Aylesworth (Porter Co.).....	Ind.			104	Hagerstown.....	Ind.	297 262 252	
56	Hebron.....	Ind.			105	Greens Fork.....	Ind.		
57	Le Roy.....	Ind.			106	Olive Hill.....	Ind.		
58	Prairie View.....	Ind.							
59	Crown Point.....	Ind.							

Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or releases thereof.  
For routing, see Pages 67 to 69.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
<b>THE PENNSYLVANIA RAILROAD CO.—Continued.</b> <b>Western Lines—Continued.</b> <b>Richmond Division—Continued.</b>					<b>THE PENNSYLVANIA RAILROAD CO.—Continued.</b> <b>Western Lines—Continued.</b> <b>Louisville Division—Continued.</b> <b>Madison Branch.</b>				
1	Campbelltown..... Ohio..				54	Elizabethtown..... Ind..			
2	New Hope..... Ohio..				55	Scipio..... Ind..			
3	Eaton..... Ohio..	296	231	245	56	Queensville..... Ind..			
4	Camden..... Ohio..				57	North Vernon..... Ind..			
5	Somersville..... Ohio..				58	Vernon..... Ind..			
6	Collinsville..... Ohio..				59	Grafton..... Ind..	297	262	232
7	Seven Mile..... Ohio..	270	235	221	60	Dupont..... Ind..			
8	Hamilton..... Ohio..				61	Middle Fork..... Ind..			
9	Flocton..... Ohio..				62	Wirt..... Ind..			
10	Port Union..... Ohio..	247	212	202	63	North Madison..... Ind..			
11	Rialto..... Ohio..				64	Madison..... Ind..			
12	Crescentville..... Ohio..				<b>St. Louis Division.</b>				
13	Grainhorpe..... Ohio..				65	Ben Davis..... Ind..			
14	Reading..... Ohio..				66	Bridgeport..... Ind..			
15	Norwood Heights..... Ohio..	234	199	186	67	Plainfield..... Ind..			
16	Madisonville..... Ohio..				68	Cartersburg..... Ind..			
<b>Louisville Division.</b> <b>Cambridge City Branch.</b>					69	Clayton..... Ind..			
17	Bentonville..... Ind..				70	Amo..... Ind..			
18	Falmouth..... Ind..				71	Coatesville..... Ind..			
19	Gingo..... Ind..				72	Fillmore..... Ind..	337	302	287
20	Rushville..... Ind..				73	Greensville..... Ind..			
21	Homer..... Ind..				74	Lonsdale..... Ind..			
22	Manilla..... Ind..				75	Hamrick..... Ind..			
23	Hayes Crossing..... Ind..	267	262	252	76	Reelsville..... Ind..			
24	Shelbyville..... Ind..				77	Eagles..... Ind..			
25	Penna..... Ind..				78	Harmony..... Ind..			
26	Lewis Creek..... Ind..				79	Knightsville..... Ind..			
27	Flat Rock..... Ind..				<b>Centre Point Branch.</b>				
28	St. Louis Crossing..... Ind..				80	Asherville..... Ind..			
29	Clifford..... Ind..				81	Stearley..... Ind..	337	302	287
30	Columbus..... Ind..				82	Centre Point..... Ind..			
<b>Louisville Division—Continued.</b>					<b>St. Louis Division—Continued.</b>				
31	Southport..... Ind..				83	Brazil..... Ind..			
32	Greenwood..... Ind..				84	Staunton..... Ind..			
33	Whiteland..... Ind..				85	Seelyville..... Ind..	337	302	287
34	Franklin..... Ind..	297	262	252	86	Prairie..... Ind..			
35	Amity..... Ind..				87	Terre Haute..... Ind..			
36	Edinburg..... Ind..				88	Mackville..... Ind..			
37	Taylorville..... Ind..				89	Lagett..... Ind..			
38	Walsboro..... Ind..				90	Farrington..... Ind..			
39	Wayneville..... Ind..				91	Denniston..... Ind..	364	329	289
40	Jonesville..... Ind..				92	McKeen..... Ind..			
41	Rockford..... Ind..				93	Griffiths..... Ind..			
42	Seymour..... Ind..				94	Marshall..... Ind..			
43	Crothersville..... Ind..				95	Adamsmoor..... Ind..			
44	Austin..... Ind..				96	Martinsville..... Ind..	384	349	324
45	Scottsburg..... Ind..	297	262	252	97	West Martinsville..... Ind..			
46	Vienna..... Ind..				98	Cacy..... Ind..			
47	Underwood..... Ind..				99	Vevay Park..... Ind..			
48	Henryville..... Ind..				100	Greenup..... Ind..			
49	Memphis..... Ind..				101	Jewett..... Ind..			
50	Speed's..... Ind..				102	Woodbury..... Ind..			
51	Sellersburg..... Ind..				103	Montrose..... Ind..			
52	Jeffersonville..... Ind..				104	Teutopolis..... Ind..			
53	New Albany..... Ind..				105	Ellettsburg..... Ind..	422	387	371
					106	Funkhouser..... Ind..			
					107	Dexter..... Ind..			
					108	Altamont..... Ind..			
					109	St. Elmo..... Ind..			
					110	Avena..... Ind..			

For routing, see Pages 67 to 69.

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		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. St. Louis Division—Continued.					THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Michigan Division—Continued Indianapolis and Frank- fort Branch.				
1	Brownstown.....	Ind.			62	Tongan.....	Ind.		
2	Ruff City.....	Ind.			63	Pike.....	Ind.	364	329 304
3	Vandalia.....	Ind.			64	Lebanon.....	Ind.		
4	Hagerstown.....	Ind.			65	Herr.....	Ind.		
5	Mulberry Grove.....	Ind.			66	Clermont.....	Ind.		
6	Smithboro.....	Ind.							
7	Greenville.....	Ind.							
8	Stubbfield.....	Ind.							
9	Ponchartraine.....	Ind.							
10	Pierres.....	Ind.	422	387 372					
11	Highland.....	Ind.							
12	St. Jacob.....	Ind.							
13	Troy.....	Ind.			67	Butler.....	Ind.		
14	Canine.....	Ind.			68	Moore.....	Ind.		
15	Collinsville.....	Ind.			69	Auburn.....	Ind.	330	298 270
16	Caseville.....	Ind.			70	Auburn Junction.....	Ind.		
17	Esmerous.....	Ind.			71	Cedar.....	Ind.		
18	Rose Lake Yard.....	Ind.			72	La Oite.....	Ind.		
19	National Stock Yards.....	Ind.							
20	East St. Louis.....	Ind.							
Michigan Division.					73	Ari.....	Ind.		
21	South Bend.....	Ind.			74	Churubusco.....	Ind.		
22	Lakeville.....	Ind.			75	Collins.....	Ind.	350	315 290
23	La Paz Junction.....	Ind.			76	Columbia City.....	Ind.		
24	Harris.....	Ind.			77	South Whitley.....	Ind.		
25	Plymouth.....	Ind.			78	Liberty Mills.....	Ind.		
26	Twin Lake.....	Ind.			79	North Manchester.....	Ind.		
27	Richard.....	Ind.							
28	Culver.....	Ind.							
29	De Long.....	Ind.	364	327 304	80	Newton.....	Ind.		
30	Bruce Lake.....	Ind.			81	Laketon.....	Ind.		
31	Kewanna.....	Ind.			82	Roann.....	Ind.		
32	Grass Creek.....	Ind.			83	Pettyville.....	Ind.	364	329 304
33	Leorne.....	Ind.			84	Chili.....	Ind.		
34	Verona.....	Ind.			85	Denver.....	Ind.		
35	Long Cliff.....	Ind.			86	Mexico.....	Ind.		
36	Cymers.....	Ind.			87	Hoover.....	Ind.		
37	Tecoma.....	Ind.			88	Adamshere.....	Ind.		
38	Camden.....	Ind.							
39	Flora.....	Ind.							
40	Bringham.....	Ind.							
Vincennes Division.					89	Camby.....	Ind.		
41	Cutler.....	Ind.	364	329 304	90	Friensawood.....	Ind.		
42	Sedalia.....	Ind.			91	Mooreville.....	Ind.		
43	Moran.....	Ind.			92	Brooklyn.....	Ind.	297	262 252
44	Frankfort.....	Ind.			93	Centerton.....	Ind.		
45	Mason.....	Ind.			94	Campbell.....	Ind.		
46	Collins.....	Ind.			95	Martinville.....	Ind.		
47	Bowers.....	Ind.							
48	Darlington.....	Ind.							
49	Garfield.....	Ind.							
50	Crawfordsville.....	Ind.	364	329 300					
51	New Market.....	Ind.							
52	Brown Valley.....	Ind.							
53	Wareland.....	Ind.							
54	Quinn.....	Ind.			96	Hynde.....	Ind.		
55	Jubon.....	Ind.			97	Paragon.....	Ind.		
56	Sand Creek.....	Ind.			98	Whitaker.....	Ind.		
57	Rockville.....	Ind.			99	Gowport.....	Ind.		
58	Callis.....	Ind.	*337	*302 *287	100	Romona.....	Ind.	337	302 287
59	Jennings.....	Ind.			101	Spencer.....	Ind.		
60	Rensselaer.....	Ind.			102	Freedom.....	Ind.		
61	North Terre Haute.....	Ind.			103	Farmer's.....	Ind.		
		Ind.			104	Worthington.....	Ind.		
		Ind.			105	Swits City.....	Ind.		
		Ind.			106	Leons.....	Ind.		

\*REDUCTION.

For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Vincennes Division—Continued. Green County Coal Branch.					THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Cincinnati, Lebanon and Northern Division.				
1	Bushrod.....Ind.				54	Ivanhoe.....Ohio.	234	1100	1100
2	South Linton.....Ind.				55	Norwood.....Ohio.			
3	Marco.....Ind.				56	East Norwood.....Ohio.			
4	Sanborn.....Ind.								
5	Westphalia.....Ind.	337	302	287	57	Pleasant Ridge.....Ohio.	224	106	180
6	Edwardport.....Ind.				58	Kennedy Heights.....Ohio.			
7	Ricknell.....Ind.								
8	Bruceville.....Ind.								
9	Vincennes.....Ind.								
Peoria Division.					59	Silverton.....Ohio.			
10	Ferrell.....Ill.				60	Deer Park.....Ohio.			
11	Marley.....Ill.				61	Rossmoyne.....Ohio.			
12	Nevins.....Ill.	364	320	300	62	Terra Alta.....Ohio.			
13	Paris.....Ill.				63	Blue Ash.....Ohio.	247	212	200
14	Mays.....Ill.				64	Montgomery.....Ohio.			
15	Redmon.....Ill.				65	Hazlewood.....Ohio.			
16	Borton.....Ill.				66	Brecon.....Ohio.			
17	Isabel.....Ill.				67	Miltemson.....Ohio.			
18	Oakland.....Ill.				68	Mason.....Ohio.			
19	Dora.....Ill.				69	Hageman.....Ohio.			
20	Hindsboro.....Ill.								
21	Kemp.....Ill.				70	Turtle Creek.....Ohio.			
22	Filcox.....Ill.				71	Lebanon.....Ohio.			
23	Arcola.....Ill.				72	Lelan.....Ohio.			
24	Chesterville.....Ill.				73	Dodds.....Ohio.			
25	Arthur.....Ill.				74	Kitchener.....Ohio.			
26	Fairbanks.....Ill.				75	Venable.....Ohio.	239	224	214
27	Williamsburg.....Ill.				76	Lytle.....Ohio.			
28	Lovington.....Ill.				77	Manor.....Ohio.			
29	Ulinah.....Ill.				78	Centerville.....Ohio.			
30	Lake City.....Ill.				79	Hempstead.....Ohio.			
31	Prairie Hall.....Ill.	384	340	334	80	Panama.....Ohio.			
32	Hervey City.....Ill.				81	Schroyers.....Ohio.			
33	Mount Zion.....Ill.				82	Lambeth.....Ohio.			
34	Turpin.....Ill.				83	Dayton.....Ohio.			
35	Sefero.....Ill.				M. & C. Branch.				
36	Decatur.....Ill.				84	Glenwood.....Ohio.			
37	Marco.....Ill.				85	Union Village.....Ohio.	247	212	200
38	Rowell.....Ill.				86	Oakland.....Ohio.			
39	Kenney.....Ill.				87	Amoco.....Ohio.			
40	Midland City.....Ill.				88	Middletown.....Ohio.			
41	Tabor.....Ill.								
42	Waynesville.....Ill.								
43	Atlanta.....Ill.				89	Bowyer.....Ohio.	250	224	214
44	Mt. Joy.....Ill.				Lebanon Junction Branch.				
45	Armington.....Ill.				90	Roads.....Ohio.	250	224	214
46	Center.....Ill.				91	Shaker Crossing.....Ohio.			
47	Minier.....Ill.								
48	Tanewell.....Ill.								
49	Mackinaw.....Ill.								
50	Allentown.....Ill.	384	340	334					
51	Morton.....Ill.								
52	Farmdale.....Ill.								
53	Peoria.....Ill.								

<sup>1</sup>Special Charge for Use of Team or Bulk Trucks. The "Team" or "Bulk" Trucks of the Pennsylvania R. R. may be used at the option of the Pennsylvania R. R. for unloading carload shipments, but special permission must be obtained from agents in each case. When such authority has been granted, a truckage charge of \$2.70 per car will be made in each and every case. This to be in addition to rates named above.

For routing, see Pages 57 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued.					THE PENNSYLVANIA RAILROAD CO.—Continued.				
Western Lines—Continued.					Western Lines—Continued.				
Grand Rapids and Indiana Division.					Grand Rapids and Indiana Division—Continued.				
1	Ferry.....	Ind.			56	Herrington.....	Mich.		
2	Woodford.....	Ind.	296	261	57	Heno.....	Mich.		
3	Fountain City.....	Ind.		246	58	Conklin.....	Mich.		
4	Lynn.....	Ind.			59	Ravenna.....	Mich.	385	350
5	Snow Hill.....	Ind.			60	Sullivan.....	Mich.		325
6	Winchester.....	Ind.	315	283	61	Opdyke.....	Mich.		
7	Stone.....	Ind.		258	62	Munkegon Heights.....	Mich.		
8	Ridgville.....	Ind.			63	Munkegon.....	Mich.		
9	Collett.....	Ind.			64	Comstock Park.....	Mich.		
10	Portland.....	Ind.			65	Belmont.....	Mich.	385	350
11	Briant.....	Ind.			66	Childsdales.....	Mich.		325
12	Geneva.....	Ind.			67	Rockford.....	Mich.		
13	Berne.....	Ind.			68	Edgerton.....	Mich.		
14	Monroe.....	Ind.			69	Cedar Springs.....	Mich.		
15	Dexter.....	Ind.			70	Sand Lake.....	Mich.		
16	Williams.....	Ind.			71	Pierson.....	Mich.		
17	Hogland.....	Ind.	330	295	72	Hiram.....	Mich.		
18	Fort Wayne.....	Ind.		270	73	Howard City.....	Mich.		
19	Wales.....	Ind.			74	Reynolds.....	Mich.		
20	Huntstown.....	Ind.			75	Moriey.....	Mich.		
21	La Otto.....	Ind.			76	Berland.....	Mich.		
22	Avilla.....	Ind.			77	Stanwood.....	Mich.		
23	Conley.....	Ind.			78	Ryers.....	Mich.		
24	Ladson.....	Ind.			79	Big Rapids.....	Mich.		
25	Kendallville.....	Ind.			80	Paris.....	Mich.	413	378
26	Rome City.....	Ind.			81	Crapo.....	Mich.		353
27	Wolcottville.....	Ind.			82	Reed City.....	Mich.		
28	Valestone.....	Ind.	350	315	83	Oronto.....	Mich.		
29	La Grange.....	Ind.		250	84	Ashton.....	Mich.		
Mingo Branch.					85	Dewing.....	Mich.		
30	Mingo.....	Ind.	350	315	86	Leroy.....	Mich.		
31	Hove.....	Ind.		290	87	Tustin.....	Mich.		
32	Sturgis.....	Mich.			88	Oscoda Junction.....	Mich.		
33	Perrin.....	Mich.			89	Hobart.....	Mich.		
34	Nottawa.....	Mich.			90	Cadillac.....	Mich.		
35	Wasopi.....	Mich.			91	Missaukee Junction.....	Mich.		
36	Mendon.....	Mich.			92	Round Lake.....	Mich.	438	403
37	Vicksburg.....	Mich.	370	335	93	Wagner.....	Mich.		378
38	Austin Lake.....	Mich.		310	94	Section 10.....	Mich.		
39	Indianfield.....	Mich.			95	Jennings Spur.....	Mich.		
40	Kalamazoo.....	Mich.			Lake City Spur.				
41	Copper.....	Mich.			96	Lake City.....	Mich.		
42	Plainwell.....	Mich.			97	Hecker.....	Mich.		
43	Monteith.....	Mich.			98	Falmouth.....	Mich.		
44	Martin.....	Mich.			99	Myrnyung.....	Mich.		
45	Shelbyville.....	Mich.			100	Ardie Junction.....	Mich.		
46	Bradley.....	Mich.			101	Michelson.....	Mich.		
47	Wayland.....	Mich.			102	Reedsburg.....	Mich.		
48	Moline.....	Mich.			103	Merritt.....	Mich.	438	403
49	Rose.....	Mich.	385	350	104	Ardie.....	Mich.		378
50	Carlisle.....	Mich.		325	105	Kedzie.....	Mich.		
51	Fisher.....	Mich.			106	Gilbert.....	Mich.		
52	Solway.....	Mich.			107	Manton.....	Mich.		
53	Grand Rapids.....	Mich.			108	Haire.....	Mich.		
54	North Grand Rapids.....	Mich.			109	Walton Junction.....	Mich.		
55	Kinney.....	Mich.			110	Holmes.....	Mich.		
					111	Summit City.....	Mich.		
					112	Kingsley.....	Mich.		

For routing, see Pages 57 to 59.

RATES IN CENTS PER TON 2,000 POUNDS.

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THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Grand Rapids and Indiana Division—Continued. Lake City Spur—Continued.					PERE MARQUETTE RAILWAY CO.—Continued. Toledo Division.					
1	Mayfield	Mich.			62	Wayne	Mich.	390	295	270
2	Slight	Mich.			Detroit Division.					
3	Keyatone	Mich.			63	Plymouth	Mich.			
4	Traverse City	Mich.			64	Stark	Mich.	330	295	270
5	Fife Lake	Mich.			65	Elm	Mich.			
6	Houseman	Mich.			66	Beech	Mich.			
7	South Boardman	Mich.			Rates charged in Detroit and Toledo, Mich., as applicable.					
8	Crofton	Mich.								
9	Kalkaska	Mich.	138	403	378	67	Oak	Mich.		
10	Lola	Mich.			Toledo Division.					
11	Leetsville	Mich.			68	Northville	Mich.	330	295	270
12	Wilkins	Mich.			69	Novi	Mich.			
13	Westwood	Mich.			70	Wixom	Mich.			
14	Antrim	Mich.			71	Milford	Mich.			
15	Manuelona	Mich.			72	Highland	Mich.			
16	Wetzel	Mich.			73	Clyde	Mich.			
17	Alba	Mich.			74	Rose Centre	Mich.	330	315	290
18	Thelma	Mich.			75	Holly	Mich.			
19	Elmira	Mich.			76	Newark	Mich.			
20	Robbins	Mich.			77	Grand Blanc	Mich.			
21	Boyer Falls	Mich.			78	Flint	Mich.			
22	Maltby	Mich.			79	North Flint	Mich.			
23	Walloon Lake	Mich.			80	McGrew	Mich.			
24	Clarion	Mich.	438	403	378	81	Mt. Morris	Mich.		
25	Wab-me-mee	Mich.			82	Clio	Mich.			
26	Petoakey	Mich.			83	County Line	Mich.			
27	Bay View	Mich.			84	Birch Run	Mich.	385	350	325
28	Kegonic	Mich.			85	Blackmar	Mich.			
29	Wequetonsing	Mich.			86	Bridgeport	Mich.			
30	Harbor Springs	Mich.			87	Saginaw, East Side	Mich.			
31	Foehman	Mich.			88	Saginaw, West Side	Mich.			
32	Conway	Mich.			Bay City Division.					
33	Oden	Mich.			89	Fife	Mich.	385	350	325
34	Alanson	Mich.			90	South Bay City	Mich.			
35	Brutus	Mich.			91	Bay City	Mich.			
36	Pelleton	Mich.			Fostoria Branch.					
37	Van No. 1	Mich.			92	Geneseo	Mich.			
38	Lakewood	Mich.			93	Rogersville	Mich.			
39	Levering	Mich.			94	Ottisville	Mich.	385	350	325
40	Walker	Mich.			95	Stewart	Mich.			
41	Hamlet	Mich.			96	Otter Lake	Mich.			
42	Carp Lake	Mich.			97	Fostoria	Mich.			
43	Wheeling	Mich.			Ludington Division.					
44	Watsonville	Mich.			98	Lawndale	Mich.			
45	Mackinaw City (Proper)	Mich.			99	Freeland	Mich.	385	350	325
46	Mackinaw City (See Note A)	Mich.	364	329	309	100	Smith's Crossing	Mich.		
PERE MARQUETTE RAILWAY CO. Toledo Division.					101	Midland	Mich.			
47	Alexis	Ohio.			102	Averill	Mich.			
48	Erie	Mich.			103	Sanford	Mich.	413	378	353
49	Winchester	Mich.			104	North Bradley	Mich.			
50	Monroe	Mich.	320	285	260	105	Alamando	Mich.		
51	Steiner	Mich.			106	Coleman	Mich.			
52	Carleton	Mich.			Beaverton Branch.					
53	Waits	Mich.			107	Beaverton	Mich.	425	390	365
54	Willow	Mich.			108	Halfway (Lisle)	Mich.			
55	New Boston	Mich.			Detroit Division.					
56	Romulus	Mich.			57	Delray	Mich.			
57	Delray	Mich.			58	Greenfield	Mich.	320	285	260
58	Greenfield	Mich.			59	Myers Junction	Mich.			
59	Myers Junction	Mich.			60	West Detroit	Mich.			
60	West Detroit	Mich.			61	Detroit	Mich.			
61	Detroit	Mich.								

NOTE A—These rates apply only on shipments destined to points beyond.  
For routing, see Pages 87 to 89.

**RATES IN CENTS PER 10N 2,000 POUNDS.**

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
PERE MARQUETTE RAILWAY CO.—Continued.					PERE MARQUETTE RAILWAY CO.—Continued.				
Ludington Division—Continued. Mt. Pleasant Branch.					Port Huron Division.				
1	Wise..... Mich.	413	378	353	46	Arndt..... Mich.	385	350	325
2	Delwin..... Mich.				47	Kulmbach..... Mich.			
3	Leaton..... Mich.				48	Gera..... Mich.			
4	Mt. Pleasant..... Mich.				49	Tuscola..... Mich.			
					50	Vassar..... Mich.			
Harrison Branch.					51	Junista..... Mich.	413	378	353
5	Galliver..... Mich.	413	378	353	52	Mayville..... Mich.			
6	Hatton..... Mich.				53	Harbin..... Mich.			
7	Mann's Sliding..... Mich.				54	Silverwood..... Mich.			
8	Harrison..... Mich.				55	Clifford..... Mich.			
Ludington Division—Continued.					56	Marlett..... Mich.	413	378	353
9	Loomis..... Mich.	413	378	353	57	Brown City..... Mich.			
10	Herrick..... Mich.				58	Valley Centre..... Mich.			
11	Clare..... Mich.				59	Melvin..... Mich.			
12	Farwell..... Mich.				60	Yale..... Mich.			
13	Lake..... Mich.				61	Avoca..... Mich.	385	350	325
14	Chippewa..... Mich.				62	Abbottsford..... Mich.			
15	Seary..... Mich.				63	Bruce..... Mich.			
16	Ewart..... Mich.				64	Tappan..... Mich.			
17	Wings..... Mich.				65	Port Huron..... Mich.			
18	Brasil..... Mich.	Almont Branch.							
19	Hersey..... Mich.	413	378	353	66	Pound Hill..... Mich.	413	378	353
20	Reed City..... Mich.				67	Kinball..... Mich.			
21	Oliver..... Mich.				68	Burns..... Mich.			
22	Chase..... Mich.				69	Wales..... Mich.			
23	Idewild..... Mich.				70	Lamba..... Mich.	413	378	353
24	Wingston..... Mich.				71	Memphis..... Mich.			
25	Branch..... Mich.				72	Doyle..... Mich.			
26	Walhalla..... Mich.				73	Berville..... Mich.			
27	Custer..... Mich.				74	Allenton..... Mich.	425	390	365
28	Scottville..... Mich.				75	Hopkins Road..... Mich.			
29	Harding..... Mich.				76	Almont..... Mich.			
30	Ludington..... Mich.				Port Austin Division.				
31	Milwaukee (See Note A)..... Wis.	364	329	309	77	Gardendale..... Mich.	413	378	353
32	Manitowoc (See Note A)..... Wis.				78	Atkins..... Mich.			
33	Kewaunee (See Note A)..... Wis.				79	Blaine..... Mich.			
34	Manitowoc (Proper)..... Wis.				80	Jeddo..... Mich.			
35	Kewaunee (Proper)..... Wis.	413	378	353	81	Amadore..... Mich.	425	390	365
					82	Croswell..... Mich.			
36	Milwaukee (Proper)..... Wis.	413	378	353	83	Applegate..... Mich.			
	For delivery on tracks of C. M. & St. P. R. R. and C. & N. W. R. R. only.	439	404	384	84	Carsonville..... Mich.			
Manistee Division.					85	Polin..... Mich.	Sandusky Branch.		
37	Tallman..... Mich.	413	378	353	86	Scranton..... Mich.	438	403	378
38	Batcheller..... Mich.				87	Berkshire..... Mich.			
39	Fountain..... Mich.				88	Sandusky..... Mich.			
40	Freehold..... Mich.				Port Austin Division.				
41	Marsh..... Mich.				89	McGregor..... Mich.	438	403	378
42	Stromach..... Mich.	90	Downington..... Mich.						
43	East Lake..... Mich.	91	Deckerville..... Mich.						
44	Manistee..... Mich.	92	Brotherton..... Mich.						
45	Filer City..... Mich.				93	Marion..... Mich.			
					94	Palma..... Mich.			

**NOTE A.**—These rates apply only on shipments destined to points beyond.  
For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

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Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7				
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6		
PERE MARQUETTE RAILWAY CO.—Continued.					PERE MARQUETTE RAILWAY CO.—Continued.						
Harbor Beach Branch.					Chicago Division.						
1	Minden City..... Mich.	451	416	391	53	Chicago..... Ill.	55	350	325		
2	Ruth..... Mich.				54	Porter..... Ind.					
3	Helena..... Mich.				55	Michigan City..... Ind.					
4	Harbor Beach..... Mich.				56	New Buffalo..... Mich.					
5	Atherton..... Mich.				57	Union Pier..... Mich.					
6	Port Hope..... Mich.				58	Lakeside..... Mich.					
					59	Harbert..... Mich.					
					60	Sawyer..... Mich.					
					61	Bridgeman..... Mich.					
					62	Lavingston..... Mich.					
					63	Stevensville..... Mich.					
					64	Glen Lord..... Mich.					
					65	Hill Top..... Mich.					
					66	St. Joseph..... Mich.					
					67	Benton Harbor..... Mich.					
Port Austin Division.					Benton Harbor Branch.						
7	Tyre..... Mich.	451	416	391	68	Napier..... Mich.	385	350	325		
8	Uby..... Mich.				69	Scotdale..... Mich.					
9	Wadsworth..... Mich.				70	Royalton..... Mich.					
10	Rapids..... Mich.				71	Hinchman..... Mich.					
11	Filion..... Mich.				72	Stemms..... Mich.					
12	Kinde..... Mich.				73	Berrien Springs..... Mich.					
13	Johnson..... Mich.				74	Oronoko..... Mich.					
14	Port Austin..... Mich.				75	Lighton..... Mich.					
15	Pt. Aux. Barques..... Mich.				76	Wenatchee..... Mich.					
16	Eagle Bay..... Mich.				77	Buchanan..... Mich.					
17	Grindstone City..... Mich.				78	Riverside..... Mich.					
					79	Brooman..... Mich.					
					80	Garden City..... Mich.					
					81	Coloma..... Mich.					
					82	Watervliet..... Mich.					
					83	Hartford..... Mich.					
					84	McDonald..... Mich.					
					85	Bangor..... Mich.					
					86	Breedsville..... Mich.					
					87	Horner..... Mich.					
					88	Grand Junction..... Mich.					
					89	Lee..... Mich.					
					90	Pullman..... Mich.					
					91	Bravo..... Mich.					
					92	Pearle..... Mich.					
					93	Fennville..... Mich.					
					94	New Richmond..... Mich.					
					95	East Saugatuck..... Mich.					
					96	Holland..... Mich.					
					97	Waverly..... Mich.					
					98	Veneklaan..... Mich.					
					99	Zeeland..... Mich.					
					100	Vriesland..... Mich.					
					101	Hudsonville..... Mich.					
					102	Jenison..... Mich.					
					103	Grandville..... Mich.					
					104	Lamar..... Mich.					
S. T. & H. R. R.					Muskegon Division.						
18	Stephen..... Mich.	385	350	325	105	Allegan..... Mich.	385	350	325		
19	Green..... Mich.				106	Mill Grove..... Mich.					
20	Manning..... Mich.				107	Dunning..... Mich.					
21	Arthur..... Mich.				108	Hamilton..... Mich.					
22	Reese..... Mich.				109	Filmore..... Mich.					
					110	Waverly..... Mich.					
23	Dewar..... Mich.	417	378	353							
24	Van Patten..... Mich.										
25	Gifford..... Mich.										
26	Kintner..... Mich.										
27	Fairgrove..... Mich.										
28	Akron..... Mich.										
29	Woodman..... Mich.	438	403	378							
30	Handy..... Mich.										
31	Unionville..... Mich.										
32	Kemps..... Mich.										
33	Sebewaing..... Mich.										
34	Bay Port..... Mich.	438	403	378							
35	Wallace..... Mich.										
36	Quarry..... Mich.										
37	Pigeon..... Mich.										
38	Rosevear..... Mich.										
39	Elkton..... Mich.										
40	Grammere..... Mich.										
41	Bad Axe..... Mich.										
La Crosse Branch.											
42	La Crosse..... Ind.	385	350	325							
43	Thomaston..... Ind.										
44	Hanna..... Ind.										
45	Chambers..... Ind.										
46	Wellshoro..... Ind.										
47	Magee..... Ind.										
48	La Porte..... Ind.										
49	Hilt..... Ind.										
50	Bellaire..... Ind.										
51	Youngs..... Ind.										
52	Ackerman..... Ind.										

For routing, see Pages 57 to 59.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7								
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6						
PERE MARQUETTE RAILWAY CO.—Continued.					PERE MARQUETTE RAILWAY CO.—Continued.										
Muskegon Division—Continued.					Potoskey Division—Continued.										
1	Farmers..... Mich.	385	350	325	60	Dublin..... Mich.	413	378	353						
2	Hazlen..... Mich.				61	Wellston..... Mich.									
3	West Olive..... Mich.				62	High Bridge..... Mich.									
4	Agnew..... Mich.				63	Bretzire..... Mich.									
5	Sheldon..... Mich.				64	Kaleva..... Mich.									
6	Grand Haven..... Mich.				65	State Road..... Mich.									
7	Ferrysburg..... Mich.				66	Henry..... Mich.									
8	Kirk..... Mich.				67	Thomsonville..... Mich.									
9	Pickard..... Mich.				68	Wallin..... Mich.									
10	Kaleva..... Mich.				69	Clary..... Mich.									
11	Simpson..... Mich.				70	Bendon..... Mich.									
12	Lake Harbor..... Mich.				71	Interlochen..... Mich.									
13	Muskegon Heights..... Mich.				72	Grawn..... Mich.									
14	Muskegon..... Mich.				73	Reimer..... Mich.									
15	Berry..... Mich.	74	Traverse City..... Mich.	436	403	378									
16	Lakewood..... Mich.	75	Mitchell..... Mich.												
17	Whitehall..... Mich.	76	Acme..... Mich.												
18	Montague..... Mich.	77	Limerick..... Mich.												
19	Rothbury..... Mich.	413	378	353	78	Bates..... Mich.	438	403	378						
20	New Era..... Mich.				79	Williamsburg..... Mich.									
21	Shelby..... Mich.				Elk Rapids Branch.										
22	Mears..... Mich.				80	Angel..... Mich.									
23	Hart..... Mich.	413	378	353	81	Elk Rapids..... Mich.	438	403	378						
24	Fontwater..... Mich.				Potoskey Division—Continued.										
25	Twin Lake..... Mich.	413	378	353	82	Tunk..... Mich.	438	403	378						
26	Hutton..... Mich.				83	Barber Creek..... Mich.									
27	Bruswick..... Mich.				84	Rapid City..... Mich.									
28	Reeman..... Mich.				85	Alden..... Mich.									
29	Fremont..... Mich.				86	Comfort..... Mich.									
30	Wooster..... Mich.				87	Grass River..... Mich.									
31	Ryerson..... Mich.				88	Bellare..... Mich.									
32	Ruckle..... Mich.				89	Snowflake..... Mich.									
33	Woodville..... Mich.				90	Cameron..... Mich.									
34	Hungerford..... Mich.				91	Central Lake..... Mich.									
35	Big Rapids..... Mich.				92	Kaipera..... Mich.									
Potoskey Division.					93	Harpers..... Mich.				413	378	353			
36	West Grand Rapids..... Mich.				94	Ellsworth..... Mich.									
37	North Grand Rapids..... Mich.				95	Phelps..... Mich.									
38	Camstock Park..... Mich.	96	Cherie..... Mich.												
39	Alpine..... Mich.	97	Charlevoix..... Mich.												
40	Englishville..... Mich.	98	Superior..... Mich.												
41	Sparta..... Mich.	99	Bay Shore..... Mich.												
42	Kent City..... Mich.	100	Sly..... Mich.												
43	Canora..... Mich.	101	Stone Crusher..... Mich.												
44	Voe..... Mich.	102	Lampons..... Mich.												
45	Moon Lake..... Mich.	103	Potoskey..... Mich.												
46	Bailey..... Mich.	104	Bay View..... Mich.												
47	Grant..... Mich.	Lawton South Haven Branch.													
48	Newargo..... Mich.	413	378	353	105	Lawton..... Mich.	385	350	325						
49	Uhl..... Mich.				106	Paw Paw..... Mich.									
50	White Cloud..... Mich.				107	Lake Cora..... Mich.									
51	Ramona..... Mich.				108	Lawrence..... Mich.									
52	Brohman..... Mich.				109	Toquon..... Mich.									
53	Bieby..... Mich.				110	Covert..... Mich.									
54	Lilley..... Mich.				111	Packard..... Mich.									
55	Alderson..... Mich.				112	Fruitland..... Mich.									
56	Parsons..... Mich.				113	Cableton..... Mich.									
57	Baldwin..... Mich.				114	South Haven..... Mich.									
58	Peacock..... Mich.														
59	Irone..... Mich.														

For routing, see Pages 67 to 69.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
PERE MARQUETTE RAILWAY CO.—Continued.									
Grand Rapids Division.									
1	Turkey..... Mich.				42	Orleans..... Mich.			
2	Salem..... Mich.				43	Chadwick..... Mich.	385	350	325
3	South Lyon..... Mich.				44	Greenville..... Mich.			
4	Green Oak..... Mich.				45	Gowen..... Mich.			
5	Island Lake..... Mich.				46	Trufant..... Mich.			
6	Brighton..... Mich.				47	Coral..... Mich.			
7	Clarence..... Mich.				48	Howard City..... Mich.			
8	Annapere..... Mich.	350	315	290	49	Amble..... Mich.			
9	Howell..... Mich.				50	Lakeview..... Mich.	413	378	353
10	Fowlerville..... Mich.				51	Six Lakes..... Mich.			
11	Webberville..... Mich.				52	Edmore..... Mich.			
12	Williamston..... Mich.				53	Wymon..... Mich.			
13	Meridian..... Mich.				54	Blanchard..... Mich.			
14	Okemos..... Mich.				55	Millbrook..... Mich.			
15	Trowbridge (Ingham Co.)..... Mich.				56	Remus..... Mich.			
College Branch.									
16	Agricultural College..... Mich.	350	315	290					
Grand Rapids Division. Continued.									
17	Lansing..... Mich.				57	Mansfield..... Mich.	413	378	353
18	North Lansing..... Mich.	350	315	290	58	Weidman..... Mich.			
19	Delta..... Mich.				Macosta Branch.				
20	Grand Ledge..... Mich.				59	Hughes..... Mich.	413	378	353
21	Mulliken..... Mich.				60	Barryton..... Mich.			
22	Sunfield..... Mich.				Ionia Division—Continued.				
23	Woodbury..... Mich.	385	350	325	61	Macosta..... Mich.	413	378	353
24	Lake Odessa..... Mich.				62	Rodney..... Mich.			
25	Clarkville..... Mich.				Saginaw Division.				
26	Elmdale..... Mich.				63	Paines..... Mich.			
Freeport Branch.									
27	Freeport..... Mich.	385	350	325	64	Sand Ridge..... Mich.			
Grand Rapids Division. Continued.									
28	Alto..... Mich.				65	Graham..... Mich.			
29	McCord..... Mich.	385	350	325	66	Graylock..... Mich.	385	350	325
30	Grand Rapids..... Mich.				67	Hemlock..... Mich.			
Ionia Division.									
31	Eagle..... Mich.				68	Merrill..... Mich.			
32	Portland..... Mich.				69	Eaton..... Mich.			
33	Collins..... Mich.				70	Whosier..... Mich.			
34	Webber..... Mich.	385	350	325	71	Breckenridge..... Mich.			
35	Lyons..... Mich.				72	St. Louis..... Mich.			
36	Ionia..... Mich.				73	Alma..... Mich.			
37	Haynor..... Mich.								
Stanton Branch.									
38	Henderson..... Mich.				74	Elwell..... Mich.			
39	Shiloh..... Mich.	385	350	325	75	Boyers..... Mich.			
40	Fenwick..... Mich.				76	Riversdale..... Mich.			
41	Sheridan..... Mich.				77	Vestaburg..... Mich.	413	378	353
					78	Cedar Lake..... Mich.			
					79	McBrides..... Mich.			
					80	Stanton..... Mich.			
					81	Sidney..... Mich.			
					82	Moeller..... Mich.			
					83	Martha..... Mich.			
					84	Kidd..... Mich.			
					85	Belding..... Mich.	385	350	325
					86	Smyrna..... Mich.			
					87	Moseley..... Mich.			
					88	Lowell..... Mich.			

For routing, see Pages 67 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7				
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6		
THE PONTIAC, OXFORD AND NORTHERN RAILROAD CO.											
1	Pontiac..... Mich.	350	315	200	45	County Line..... Ohio.					
2	Kansas..... Mich.				46	Metamora..... Ohio.					
3	Randall Beach..... Mich.				47	Champion..... Ohio.					
4	Oxford..... Mich.				48	Whiteville..... Ohio.					
5	Shoup..... Mich.	400	365	340	49	Seward..... Ohio.	*320	*285	*260		
6	Leonard..... Mich.				50	Lyons..... Ohio.					
7	Dryden..... Mich.				51	Hillsdale..... Mich.					
8	Imay City..... Mich.				52	Morenci..... Mich.					
					53	Powers..... Ohio.					
					54	Fayette..... Ohio.					
	9	Lum..... Mich.	413	378	353	55	Franklin (Williams Co.)..... Ohio.	*330	*295	*270	
	10	King's Mill..... Mich.				56	Alvordton..... Ohio.				
11	North Branch..... Mich.	57				Pioneer..... Ohio.					
12	Clifford..... Mich.										
13	Kingston..... Mich.	438	403	378	Michigan Division.						
14	Wilmot..... Mich.				58	Southland..... Mich.	*320	*285	*260		
15	Deford..... Mich.				59	Korth..... Mich.					
16	Cave City..... Mich.				60	Riga..... Mich.					
17	Gagetown..... Mich.				61	Blissfield..... Mich.					
18	Owendale..... Mich.				62	Wilson's..... Mich.					
19	Lankville..... Mich.				63	Harrison..... Mich.					
20	Pagon..... Mich.				64	Palmyra..... Mich.					
21	Coeville..... Mich.				65	Fullers..... Mich.					
					66	Wabash Subway..... Mich.					
		67	Adrian..... Mich.								
PORT HURON AND DETROIT RAILROAD CO.											
22	Marysville..... Mich.	385	350	325	TOLEDO, PEORIA & WEST- ERN RAILWAY CO.						
23	St. Clair..... Mich.				68	Sheldon..... Ill.	364	329	300		
24	Marine City..... Mich.				69	Eastburn..... Ill.					
					70	Wataeka..... Ill.					
THE RAPID RAILROAD CO.											
25	Fairchild..... Mich.	385	350	325	71	Crescent City..... Ill.	384	349	334		
26	New Baltimore..... Mich.				72	Leonard..... Ill.					
27	Ancherville..... Mich.				73	Gilman..... Ill.					
28	Fair Haven..... Mich.				74	La Hogus..... Ill.					
29	Pearl Beach..... Mich.				75	Piper City..... Ill.					
30	Algonac..... Mich.				76	Chatsworth..... Ill.					
31	Roberts Landing..... Mich.				77	Forest..... Ill.					
32	Marine City..... Mich.				78	Fairbury..... Ill.					
					79	Weston..... Ill.					
		80	Cheneca..... Ill.								
		81	Mendota..... Ill.								
		82	Gridley..... Ill.								
		83	Enright..... Ill.								
		84	El Paso..... Ill.								
		85	Secor..... Ill.								
		86	Eureka..... Ill.								
		87	Cruger..... Ill.								
		88	Washington..... Ill.								
		89	Farmdale..... Ill.								
		90	East Peoria..... Ill.								
		91	Peoria..... Ill.								
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.											
33	St. Louis..... Mo.	②422	③387	④372							
		②362	③327	④312							
THE TOLEDO AND WESTERN RAILROAD COMPANY.											
34	Fitch..... Ohio.	*320	*280	*260	WABASH RAILWAY CO.						
35	Mellwood..... Ohio.				92	Maumee..... Ohio.	299	204	239		
36	Trilby..... Ohio.				93	Homewood..... Ohio.	312	277	282		
37	Crescora..... Ohio.									94	Whitehouse..... Ohio.
38	Elden Heights..... Ohio.									95	Neapolis..... Ohio.
39	Sylvania..... Ohio.									96	Colton..... Ohio.
40	Consewial..... Ohio.									97	Liberty Center..... Ohio.
41	Smithiding..... Ohio.									98	Napoleon..... Ohio.
42	Allen Junction..... Ohio.										
43	Palmer..... Ohio.										
44	Berkey..... Ohio.										

① In the absence of joint through rates on traffic from points of origin named in this Tariff to points of destination west of the Mississippi River, when routed via St. Louis, Mo., through rates will be made on East St. Louis, Ill., combination, except when combination of rates (lined with the Interstate Commerce Commission) on St. Louis, Mo., is lower, in which case the St. Louis, Mo., combination will apply.

NOTE 1—Rates apply via Bond Hill, Ohio and Baltimore & Ohio R. R. only.

NOTE 2—Rates apply via routes other than Note 1 route.

For routing, see Pages 87 to 89.

\*REDUCTION.

# RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
WABASH RAILWAY CO. Continued.					WABASH RAILWAY CO. Continued.				
1	Oxolona..... Ohio.					Decatur Division—Continued.			
2	Jewell..... Ohio.				55	Catlin..... Ill.			
3	Duflance..... Ohio.				56	Ryan..... Ill.			
4	Ashwood..... Ohio.	350	295	270	57	Fairmount..... Ill.	364	349	334
5	Renollet..... Ohio.				58	Homer..... Ill.			
6	Emmett..... Ohio.				59	Sidney..... Ill.			
7	Cecil..... Ohio.								
8	Kuordale..... Ohio.				Champaign Branch.				
9	Antwerp..... Ohio.								
10	Woodburn..... Ind.				60	Deers..... Ill.	384	349	334
11	Gar Creek..... Ind.				61	Mira..... Ill.			
12	New Haven..... Ind.				62	Urbana..... Ill.			
13	Pt. Wayne..... Ind.	330	295	270	63	Champaign..... Ill.			
14	Hugo..... Ind.								
15	Prairie Switch..... Ind.				Main Line.				
16	Aboite..... Ind.				64	Philo..... Ill.			
17	Rosnoks..... Ind.				65	Tolono..... Ill.			
18	Mardenia..... Ind.				66	Sadoris..... Ill.			
19	Huntington..... Ind.				67	Ivondale..... Ill.			
20	Andrews..... Ind.				68	Bement..... Ill.			
21	La Gro..... Ind.				69	Millmine..... Ill.	384	349	334
22	Wabash..... Ind.	335	300	275	70	Cerro Gordo..... Ill.			
23	Hartman..... Ind.				71	Oakley..... Ill.			
24	Rich Valley..... Ind.				72	Sangamon..... Ill.			
25	Menais..... Ind.				73	East Decatur..... Ill.			
26	Peru..... Ind.				74	Decatur..... Ill.			
27	West Peru..... Ind.	356	321	296					
28	New Waverly..... Ind.				75	Knights..... Ill.			
29	Keosauqua..... Ind.				76	Boody..... Ill.			
30	Logansport..... Ind.				77	Blue Mound..... Ill.			
31	Clymer's..... Ind.				78	Stennington..... Ill.			
32	Burrows..... Ind.	364	349	304	79	Willey..... Ill.			
33	Rockfield..... Ind.				80	Taylorville..... Ill.			
34	Delphi..... Ind.				81	Clarkdale..... Ill.			
35	Colburn..... Ind.				82	Palmer..... Ill.			
36	Bark Creek..... Ind.				83	Morrisonsville..... Ill.			
37	Lafayette..... Ind.				84	Harvel..... Ill.			
38	Shadeland..... Ind.				85	Raymond..... Ill.			
39	West Point..... Ind.				86	Flower Bend..... Ill.			
40	Flint..... Ind.	364	329	306	87	Litchfield..... Ill.	422	367	372
41	Riverside..... Ind.				88	Mt. Olive..... Ill.			
42	Attica..... Ind.				89	Karnes..... Ill.			
					90	Staunton..... Ill.			
					91	Worden..... Ill.			
					92	Carpenter..... Ill.			
					93	Edwardsville..... Ill.			
					94	Pouk..... Ill.			
					95	Mitchell..... Ill.			
					96	Nameoki..... Ill.			
					97	Granite City..... Ill.			
					98	Venue..... Ill.			
					99	Brooklyn..... Ill.			
					100	National Stock Yards..... Ill.			
					101	East St. Louis..... Ill.			
					Peru Division.				
					Toledo and Montpelier Line.				
					102	Mongrove..... Ohio.			
					103	Midway..... Ohio.			
					104	Bratley..... Ohio.	450	385	390
					105	Dells..... Ohio.			
					106	Wasson..... Ohio.			
					107	Eckley..... Ohio.			
					108	Elmira..... Ohio.	330	295	270
54	Tilton..... Ill.	364	329	306	109	West Unity..... Ohio.			

For routing, see Pages 67 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
<b>WABASH RAILWAY CO.</b> <b>Continued.</b> <b>Detroit Division.</b> <b>Detroit and Chicago Line.</b>									
1	Montpelier .....	Ohio			49	Adrian .....	Mich.		
2	Eden .....	Ohio			50	Holloway .....	Mich.		
3	Hamilton .....	Ind.			51	Burtree .....	Mich.		
4	Ashley-Hudson .....	Ind.			52	Cone .....	Mich.		
5	Heimer .....	Ind.	330	265	270	53	Milan .....	Mich.	
6	Stroh .....	Ind.			54	Whittaker .....	Mich.		
7	South Milford .....	Ind.			55	Wilho .....	Mich.		
8	Wadsworthville .....	Ind.			56	Belleville .....	Mich.	320	280
9	Eddy .....	Ind.			57	French Landing .....	Mich.		
10	Topeka .....	Ind.			58	Tomulus .....	Mich.		
11	Stacy Creek .....	Ind.	320	315	290	59	Hand .....	Mich.	
12	Mikrburg .....	Ind.			60	Oakwood .....	Mich.		
13	Benton .....	Ind.			61	Delray .....	Mich.		
14	New Paris .....	Ind.			62	Detroit .....	Mich.		
15	Forker .....	Ind.			63	Osmen .....	Ill.		
16	Wakarusa .....	Ind.			64	Footland .....	Ill.	304	340
17	Wyatt .....	Ind.	361	325	304	65	Gibson City .....	Ill.	334
18	Lakerville .....	Ind.							
19	Pine .....	Ind.			66	Clayton .....	Ill.	497	*462
20	North Liberty .....	Ind.							447
21	Dillon .....	Ind.			67	Hannibal .....	Mo.	447	411
22	Kingsbury .....	Ind.							367
23	Magee .....	Ind.			68	Worth .....	Ill.		
24	Westville .....	Ind.	264	326	309	69	Palos Park .....	Ill.	
25	Memo .....	Ind.			70	Oriand .....	Ill.	304	320
26	Crocker .....	Ind.			71	Alpine .....	Ill.		300
27	Willow Creek .....	Ind.			72	Marley .....	Ill.		
28	Calumet .....	Ind.			73	Steele .....	Ill.		
29	Aetna .....	Ind.			74	Brahams .....	Ill.		
30	Gary (Tollerton) .....	Ind.			75	Manhattan .....	Ill.		
31	East Chicago .....	Ind.							
32	Hammoud (State Line) .....	Ind.	0	0	0				
33	Englewood .....	Ill.							
34	Chicago .....	Ill.	364	325	309	<b>THE WESTFIELD RAILROAD CO.</b>			
<b>Montpelier and New Haven Line.</b>									
35	Blakely .....	Ohio			76	Westfield .....	Ill.		
36	Artie .....	Ind.			77	Opfield .....	Ill.		
37	Butler .....	Ind.			78	Briccon .....	Ill.		
38	St. Joe .....	Ind.	330	265	270	79	Cary .....	Ill.	334
39	Spencerille .....	Ind.			80	York .....	Ill.		
40	Grabbill .....	Ind.			81	Harad Del. .....	Ill.		
41	Tourman .....	Ind.			82	Advance .....	Ill.		
					83	Yale .....	Ill.		
<b>Detroit Division—Continued.</b> <b>Detroit and Chicago Line—Continued.</b>									
42	Kunkle .....	Ohio	330	295	270	84	Smithville .....	Ohio	
43	Alvordton .....	Ohio			85	Creston .....	Ohio		
44	Franklin .....	Ohio			86	Burbank Spur .....	Ohio		
45	Munson .....	Mich.			87	Lodi .....	Ohio	269	264
46	North Morenci .....	Mich.			88	Garden Inle (Lodi Station) .....	Ohio		239
47	Enola .....	Mich.			89	Pawnee .....	Ohio		
48	Sand Creek .....	Mich.			90	Spencer .....	Ohio		
					91	Wellington .....	Ohio		
<b>THE WHEELING AND LAKE ERIE RAILWAY.</b> <b>Toledo Division.</b>									

\*ADVANCE.

@Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or notices thereof for routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE WHEELING AND LAKE ERIE RAILWAY—Continued.					THE WHEELING AND LAKE ERIE RAILWAY—Continued.				
Toledo Division—Continued.					Cleveland Division—Continued.				
1	Brighton..... Ohio..				30	Mishler..... Ohio..			
2	Clarksfield..... Ohio..				31	Congress Lake..... Ohio..			
3	Hartland..... Ohio..				32	Hartsville..... Ohio..			
4	Huron..... Ohio..				33	Middle Branch..... Ohio..	299	264	236
5	Milan..... Ohio..				34	Canton..... Ohio..			
6	Norwalk..... Ohio..				35	Gambrius..... Ohio..			
7	Moscowville..... Ohio..				36	Kemery..... Ohio..			
8	Clyde..... Ohio..	299	264	230	37	Navarre..... Ohio..			
9	Fremont..... Ohio..								
10	Kingsway..... Ohio..				38	Harmon..... Ohio..			
11	Oak Harbor..... Ohio..				39	Justus..... Ohio..			
12	Limestone..... Ohio..				40	Beach City..... Ohio..			
13	Trowbridge..... Ohio..				41	Dundee..... Ohio..			
14	Williston..... Ohio..				42	Harr..... Ohio..	*299	*264	*236
15	Curtice..... Ohio..				43	Sugar Creek..... Ohio..			
16	Booth..... Ohio..				44	Baltic..... Ohio..			
Cleveland Division.					45	Chili..... Ohio..			
17	Cleveland..... Ohio..				46	Fremont..... Ohio..			
18	Newburgh..... Ohio..				47	Coshocton..... Ohio..			
19	Miles Avenue..... Ohio..				Carrollton Branch.				
20	Bedford..... Ohio..				48	East Canton..... Ohio..			
21	Falls Junction..... Ohio..				49	Robertsville..... Ohio..			
22	Solon..... Ohio..				50	Minerva..... Ohio..	*299	*264	*236
23	Chagrin Falls..... Ohio..	299	264	239	51	Onesda..... Ohio..			
24	Twinsburg..... Ohio..				52	Hibbs..... Ohio..			
25	Moran..... Ohio..				53	Carrollton..... Ohio..	322	267	277
26	Kent..... Ohio..				54	Dell Roy..... Ohio..			
27	Brimfield..... Ohio..								
28	Mogadore..... Ohio..								
29	Suffield..... Ohio..								

\*REDUCTION.

For routing, see Pages 57 to 59.

## ROUTING

Page No.	Index No.	Route No.	ROUTE VIA	Division No.
10	1 to 11	1	<b>THE AKRON, CANTON &amp; YOUNGSTOWN RY.</b> N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Carey, Ohio, N. O. Ry., Copley Jet., Ohio and A. C. & Y. Ry.	1
10	12 to 98	1 2 3	<b>ANN ARBOR R. R.</b> N. & W. Ry., Columbus, Ohio, P. R. R., Toledo, Ohio and A. A. R. R. N. & W. Ry., Bannan, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio and A. A. R. R.	2 2 2
10	99 to 105	1 2 3 4 5 6 7 8	<b>ATCHISON, TOPEKA &amp; SANTE FE RY.</b> N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Bannan, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and A. T. & S. F. Ry.	3 3-A 3-B 3-C 3-D 3-B 3-D 3-B
10 11	106 to 114 1 to 62	1	<b>THE BALTIMORE AND OHIO R. R.</b> N. & W. Ry., Columbus, Ohio and B. & O. R. R.	4
11	63 to 103	1 2	N. & W. Ry., Columbus, Ohio and B. & O. R. R. N. & W. Ry., Chillicothe, Ohio and B. & O. R. R.	4 4
11	104 to 111	1	N. & W. Ry., Columbus, Ohio and B. & O. R. R.	4
11	112 to 115	1	N. & W. Ry., Columbus, Ohio and B. & O. R. R.	4
12	1 to 23	2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Cuyahoga Falls, Ohio and B. & O. R. R.	4
12	24 to 52	1 2	N. & W. Ry., Columbus, Ohio and B. & O. R. R. N. & W. Ry., Columbus, Ohio, P. R. R., Warwick, Ohio and B. & O. R. R.	4 4
12	53 to 65	1 2	N. & W. Ry., Columbus, Ohio and B. & O. R. R. N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio and B. & O. R. R.	4 4
12	66 to 72	1	N. & W. Ry., Columbus, Ohio and B. & O. R. R.	4
12	73 to 82	1 2	N. & W. Ry., Columbus, Ohio and B. & O. R. R. N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio and B. & O. R. R.	4 4
12 13	83 to 114 1 to 76	1	N. & W. Ry., Bond Hill, Ohio and B. & O. R. R.	4
13	77 to 105 1 to 184	1	N. & W. Ry., Chillicothe, Ohio and B. & O. R. R.	4
14	19	1	N. & W. Ry., Columbus, Ohio and B. & O. R. R.	4
14	20 to 78 79 to 91	1	N. & W. Ry., Bond Hill, Ohio and B. & O. R. R.	4 4
14	92 to 95	1	N. & W. Ry., Chillicothe, Ohio and B. & O. R. R.	4
15	1 to 20	1	N. & W. Ry., Columbus, Ohio and B. & O. R. R.	4
15	21 to 41	1	N. & W. Ry., Portsmouth, Ohio and B. & O. R. R.	4
15	42 to 63	1	N. & W. Ry., Chillicothe, Ohio and B. & O. R. R.	4
15	64-65	1 2	N. & W. Ry., Chillicothe, Ohio and B. & O. R. R. N. & W. Ry., Ivorydale, Ohio and B. & O. R. R.	4 4
15	66 to 90	1	N. & W. Ry., Ivorydale, Ohio and B. & O. R. R.	4
15 16	91 to 110 1 to 31	1	N. & W. Ry., Chillicothe, Ohio and B. & O. R. R.	4
16	32 to 35	1	N. & W. Ry., Ivorydale, Ohio and B. & O. R. R.	4
16	39	1	<b>BALTIMORE &amp; OHIO CHICAGO TERMINAL R. R.</b> N. & W. Ry., Columbus, Ohio, Penna. R. R., Riverdale, Ill., and B. & O. C. T. R.	5

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Division No.
BOYNE CITY, GAYLORD & ALPENA R. R.				
16	40 to 48	1	N. & W. Ry., Columbus, Ohio, P. R. R., Boyne Falls, Mich., (via Dodgeville, Ind.), and B. C. G. & A. R. R.	8-A
		2	N. & W. Ry., Columbus, Ohio, P. R. R., Toledo, Ohio, A. A. R. R., Cadillac, Mich., P. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		3	N. & W. Ry., Columbus, Ohio, P. R. R., Toledo, Ohio, P. M. Ry., Grand Rapids, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		4	N. & W. Ry., Columbus, Ohio, P. R. R., Toledo, Ohio, N. Y. C. & R. R., Grand Rapids, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		5	N. & W. Ry., Columbus, Ohio, P. R. R., Toledo, Ohio, M. C. R. R., Gaylord, Mich., and B. C. G. & A. R. R.	8
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. A. R. R., Cadillac, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, P. M. Ry., Grand Rapids, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. & R. R., Grand Rapids, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Gaylord, Mich., and B. C. G. & A. R. R.	8
		10	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), Toledo, Ohio, A. A. R. R., Cadillac, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		11	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), Toledo, Ohio, P. M. R. R., Grand Rapids, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		12	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), Toledo, Ohio, N. Y. C. & R. R., Grand Rapids, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		13	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), Toledo, Ohio, M. C. R. R., Gaylord, Mich., and B. C. G. & A. R. R.	8
CENTRAL INDIANA RY.				
16	45	1	N. & W. Ry., Cleve., Ohio, P. R. R., Anderson, Ind., and Cent. Ind. Ry.	7
		2	N. & W. Ry., Cleve., Ohio, P. R. R., Anderson, Ind., and Cent. Ind. Ry.	7
16	50 to 60	3	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Muncie, Ind., and Cent. Ind. Ry.	7-A
		4	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Muncie, Ind., and Cent. Ind. Ry.	7-C
16	63	5	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), St. Marys, Ohio, N. Y. C. & St. L. (L. E. & W. District) Muncie, Ind., and Cent. Ind. Ry.	7-B
		6	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Muncie, Ind., and Cent. Ind. Ry.	7-A
16	68	7	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), St. Marys, Ohio, N. Y. C. & St. L. (L. E. & W. District) Muncie, Ind., and Cent. Ind. Ry.	7-B
		8	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Muncie, Ind., and Cent. Ind. Ry.	7-C
16	64 to 70	1	N. & W. Ry., Cleve., Ohio, P. R. R., Anderson, Ind., and Central Indiana Ry.	7
		2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Muncie, Ind., and Central Indiana Ry.	7-A
16	71 to 80	3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Muncie, Ind., and Central Indiana Ry.	7-B
		4	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Muncie, Ind., and Central Indiana Ry.	7-C
16	81	1	N. & W. Ry., Cleve., Ohio, P. R. R., Anderson, Ind., and Central Indiana Ry.	7
		2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Muncie, Ind., and Central Indiana Ry.	7-A
16	82 to 110	3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Muncie, Ind., and Central Indiana Ry.	7-B
		4	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Muncie, Ind., and Central Indiana Ry.	7-C
CHESAPEAKE & OHIO RY.				
16	82 to 110	1	N. & W. Ry., Keosau, W. Va., and C. & O. Ry.	8
17	89 to 94	1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Cincinnati, Ohio, and C. & O. Ry.	8-A

Page No.	Index No.	Route No.	ROUTE VIA	Division No.
CHICAGO & ALTON R. R.				
17	95 to 99	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. & R. R., Chicago, Ill., and C. & A. R. R.	9-C
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & R. R., Chicago, Ill., and C. & A. R. R.	9-C
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & P. R. (Ohio Central Line) Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. & A. R. R.	9-C
17	99 to 104	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. & A. R. R.	9
		2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Chicago, Ill., and C. & A. R. R.	9-A
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & A. R. R.	9-B
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. & R. R., Chicago, Ill., and C. & A. R. R.	9-C
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & R. R., Chicago, Ill., and C. & A. R. R.	9-C
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Line) Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. & A. R. R.	9-C
17	105 to 107	7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & A. R. R.	9-C
		1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. P. R., Springfield, Ill., and C. & A. R. R.	9-B 9-D
CHICAGO AND EASTERN ILLINOIS RY.				
17	108 to 110 1 to 3	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Dalton, Ill., and C. & E. I. Ry.	10-A 10
		2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., St. Anne, Ill., and C. & E. I. Ry.	10-B
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & E. I. Ry.	10-C
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & R. R., Englewood, Ill., and C. & E. I. Ry.	10-B
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & E. I. Ry.	10-C
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. & R. R., Englewood, Ill., and C. & E. I. Ry.	10-C
		7	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Line) Toledo, Ohio, N. Y. C. R. R., Englewood, Ill., and C. & E. I. Ry.	10-C
17	4 and 5	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Dalton, Ill., and C. & E. I. Ry.	10-A
		2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., St. Anne, Ill., and C. & E. I. Ry.	10
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & E. I. Ry.	10-B
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & R. R., Englewood, Ill., and C. & E. I. Ry.	10-C
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & E. I. Ry.	10-B
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. & R. R., Englewood, Ill., and C. & E. I. Ry.	10-C
		7	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Line) Toledo, Ohio, N. Y. C. R. R., Englewood, Ill., and C. & E. I. Ry.	10-C
18	6 to 30 31 to 59	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Dalton, Ill., and C. & E. I. Ry.	10-A
		1	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., Dalton, Ill., C. & E. I. R. R.	10-B
CHICAGO, ATTICA & SOUTHERN RY.				
18	61 to 74	1	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Swanton, Ind., and C. A. & S. Ry.	11
18	75	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Goodland, Ind., and C. A. & S. Ry.	11-A
		1	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Swanton, Ind., and C. A. & S. Ry.	11
18	76 to 95	1	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Swanton, Ind., and C. A. & S. Ry.	11
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Goodland, Ind., and C. A. & S. Ry.	11-A
18	96 to 98	1	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Vanderburg, Ind., and C. A. & S. Ry.	11
18	99 to 102	1	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Swanton, Ind., and C. A. & S. Ry.	11
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Goodland, Ind., and C. A. & S. Ry.	11-A
CHICAGO, BURLINGTON & QUINCY R. R. CO.				
18	103 to 110 1 to 10	1	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., Beardstown, Ill., and C. B. & Q. R. R.	12
19	11	1	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., East St. Louis, Ill., and C. B. & Q. R. R.	12
20	12	1	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Paris, Ill., and C. B. & Q. R. R.	12-A

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		2	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Indianapolis, Ind., and C. I. & L. Ry.	12-B
	40 to 100	1	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Indianapolis, Ind., and C. I. & L. Ry.	12-B
	101 to 110 1 to 5	1	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., Mitchell, Ind., and C. I. & L. Ry.	12-A
20	6 to 20	1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Rosedale, Ind., and C. I. & L. Ry.	12
CHICAGO, KALAMAZOO AND SAGINAW RY. CO.				
20	26 to 29	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. & R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. & R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		7	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., Mich. Cent. R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., Mich. Cent. R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		9	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Lines), Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., Mich. Cent. R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
THE CHICAGO, LAKE SHORE AND SOUTH BEND RY. CO.				
20	40 to 47	1	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines) St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District) Michigan City, Ind., and C. I. & S. B. Ry.	
		2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Foworia, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District) to Michigan City, Ind., and C. I. & S. B. Ry.	
CHICAGO, MILWAUKEE & GARY RY.				
20	48 to 55	1	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Sheff. Ind., N. Y. C. & R. R., Mazonia, Ill., and C. M. & St. P. Ry.	15
CHICAGO, MILWAUKEE & ST. PAUL RY. CO.				
20	56 to 63	1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., West Dana, Ind., and C. M. & St. P. Ry.	16
		1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., West Dana, Ind., and C. M. & St. P. Ry.	16
20	64	2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Terre Haute, Ind., and C. M. & St. P. Ry.	16-C
		3	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Terre Haute, Ind., and C. M. & St. P. Ry.	16-C
20	65 to 62	4	N. & W. Ry., Ivesdale, Ohio, Penna. R. R., Terre Haute, Ind., and C. M. & St. P. Ry.	16-D
		1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., West Dana, Ind., and C. M. & St. P. Ry.	16
20	63 to 62	2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Terre Haute, Ind., and C. M. & St. P. Ry.	16-C
		3	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Terre Haute, Ind., and C. M. & St. P. Ry.	16-C
20	63 to 65	4	N. & W. Ry., Ivesdale, Ohio, Penna. R. R., Terre Haute, Ind., and C. M. & St. P. Ry.	16-D
		1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., West Dana, Ind., and C. M. & St. P. Ry.	16
20	66	1	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Westport, Ind., and C. M. & St. P. Ry.	16-A
		2	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., Seymour, Ind., and C. M. & St. P. Ry.	16-B
21	50	1	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Westport, Ind., and C. M. & St. P. Ry.	16-A

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		2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Chicago, Ill., and C. R. I. & P. Ry.	18-A
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. R. I. & P. Ry.	18-B
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. R. I. & P. Ry.	18-C
		5	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. R. I. & P. Ry.	18-D
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. R. I. & P. Ry.	18-B
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. R. I. & P. Ry.	18-C
		8	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R., (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. R. I. & P. Ry.	18-C
THE CINCINNATI, GEORGETOWN AND PORTSMOUTH R. R.				
21 22	99 to 109 1 to 9	1	N. & W. Ry., Clare, Ohio, Penna. R. R., Carroll Street, Ohio, and C. G. & P. R. R.	19
THE CINCINNATI, INDIANAPOLIS AND WESTERN R. R.				
20 22	10 to 34 35 to 87	1 1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio and C. I. & W. R. R. N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Hamilton, Ohio and C. I. & W. R. R.	20 20
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22 23	88 to 112 1 to 36	1	N. & W. Ry., Ivorydale, Ohio, C. C. C. & St. L. Ry., and Cincinnati Northern R. R.	21
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23	51 to 61	1	N. & W. Ry., Ivorydale, Ohio, and C. C. C. & St. L. Ry.	22
		2	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
23 24	62 to 105 1 to 109	1	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
25	1 to 33	1	N. & W. Ry., Ivorydale, Ohio, and C. C. C. & St. L. Ry.	22
25	34	1	N. & W. Ry., Ivorydale, Ohio, and C. C. C. & St. L. Ry.	22
		2	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
25	55 to 103	1	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
26	1 to 39	1	N. & W. Ry., Ivorydale, Ohio, and C. C. C. & St. L. Ry.	22
26 27	20 to 110 1 to 43	1	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
27	44 to 58	1	N. & W. Ry., Ivorydale, Ohio, and C. C. C. & St. L. Ry.	22
27	59 to 114	1	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
27	115	1	N. & W. Ry., Ivorydale, Ohio and C. C. C. & St. L. Ry.	22
28	1 to 35	1	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
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		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Dayton, Ohio and Dayton & Union R. R.	23-A

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		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Lakeland, Mich., G. T. Ry., P. O. & N. R. R., Case City, Mich., and D. & H. Ry.	24
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., G. T. Ry., P. O. & N. R. R., Case City, Mich., and D. & H. Ry.	24
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. A. R. R., Lakeland, Mich., G. T. Ry., P. O. & N. R. R., Case City, Mich., and D. & H. Ry.	24
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., G. T. Ry., P. O. & N. R. R., Case City, Mich., and D. & H. Ry.	24
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Lakeland, Mich., G. T. Ry., P. O. & N. R. R., Case City, Mich., and D. & H. Ry.	24
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28 29	54 to 100 1 to 22	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Durand, Mich., G. T. Ry., West Bay City, Mich., and D. & M. Ry.	25
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Bay City, Mich., and D. & M. Ry.	25
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. Ry., Detroit, Mich., G. T. Ry., West Bay City, Mich., and D. & M. Ry.	25
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., West Bay City, Mich., and D. & M. Ry.	25
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Durand, Mich., G. T. Ry., West Bay City, Mich., and D. & M. Ry.	25
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Bay City, Mich., and D. & M. Ry.	25
		7	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., West Bay City, Mich., and D. & M. Ry.	25
		8	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., West Bay City, Mich., and D. & M. Ry.	25
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. A. R. R., Durand, Mich., G. T. Ry., West Bay City, Mich., and D. & M. Ry.	25
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, P. M. Ry., Bay City, Mich., and D. & M. Ry.	25
		11	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. Ry., Detroit, Mich., G. T. Ry., West Bay City, Mich., and D. & M. Ry.	25
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		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and D. & T. S. L. R. R.	26
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio and D. & T. S. L. R. R.	26
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		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Akron, or Port Huron, Mich., and D. B. C. & W. R. R.	27
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Wilmet or Port Huron, Mich., and D. B. C. & W. R. R.	27
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Bay City or Caro, Mich., and D. B. C. & W. R. R.	27
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Akron or Port Huron, Mich., and D. B. C. & W. R. R.	27
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Wilmet or Port Huron, Mich., and D. B. C. & W. R. R.	27
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Bay City or Caro, Mich., and D. B. C. & W. R. R.	27
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, P. M. Ry., Akron or Port Huron, Mich., and D. B. C. & W. R. R.	27
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29	65	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Bay City or Caro, Mich., and D. B. C. & W. R. R.	27
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Bay City or Caro, Mich., and D. B. C. & W. R. R.	27
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Bay City or Caro, Mich., and D. B. C. & W. R. R.	27

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29	69 to 97	1	N. & W. Ry., Glen Jean, Ohio and D. T. & I. R. R.	28
30	1 to 40		N. & W. Ry., Glen Jean, Ohio and D. T. & I. R. R.	28
30	41 to 58	2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and D. T. & I. R. R.	28-A
		3	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio and D. T. & I. R. R.	28-A
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and D. T. & I. R. R.	28-A
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and D. T. & I. R. R.	28-A
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		5	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-C
		6	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-C
		7	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. & R. R., Indiana Harbor, Ind., I. H. B. R. R., Congress Park, Ill., and C. B. & Q. R. R.	29-B
		8	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. & R. R., Indiana Harbor, Ind., I. H. B. R. R., Proviso, Ill., and C. B. & Q. R. R.	29-B
		9	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		11	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. B. & Q. R. R.	29-E
		12	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Peoria, Ill., and C. B. & Q. R. R.	29-F
		13	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Peoria, Ill., and C. B. & Q. R. R.	29-G
		14	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Coaster, Ill., and C. B. & Q. R. R.	29-A
		15	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-A
		16	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		17	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		18	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. B. & Q. R. R.	29-E
50	60	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Coaster, Ill., and C. B. & Q. R. R.	29
		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Peoria, Ill., and C. B. & Q. R. R.	29
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-A
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-C
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		7	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. B. & Q. R. R.	29-E
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Peoria, Ill., and C. B. & Q. R. R.	29-F
		9	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Peoria, Ill., and C. B. & Q. R. R.	29-G
		10	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Coaster, Ill., and C. B. & Q. R. R.	29
30	70 and 71	2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Peoria, Ill., and C. B. & Q. R. R.	29
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-A
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-C
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		7	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. B. & Q. R. R.	29-E
		8	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. & R. R., Indiana Harbor, Ind., I. H. B. R. R., Congress Park, Ill., and C. B. & Q. R. R.	29-B
		9	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Peoria, Ill., and C. B. & Q. R. R.	29-G
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Peoria, Ill., and C. B. & Q. R. R.	29-F

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Division No.
EAST BANK MISSISSIPPI RIVER POINTS—Continued.				
30	72	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Peoria, Ill., and M. & St. L. R. R.	29
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Peoria, Ill., and M. & St. L. R. R.	29-H
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Effort, Ind., T. P. & W. Ry., Peoria, Ill., and M. & St. L. R. R.	29-I
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Postoria, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Peoria, Ill., and M. & St. L. R. R.	29-F
		5	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Peoria, Ill., and M. & St. L. R. R.	29-G
30	73	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Coster, Ill., and C. G. W. R. R.	29
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. G. W. R. R.	29-A
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. G. W. R. R.	29-C
		4	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and Illinois Central R. R.	29-C
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. G. W. R. R.	29-D
		6	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. G. W. R. R.	29-E
		7	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Indiana Harbor, Ind., I. H. B. R. R., Bellevue, Ill., and C. G. W. R. R.	29-B
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. G. W. R. R.	29-D
		9	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and Illinois Central R. R.	29-C
		10	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and Illinois Central R. R.	29-D
		11	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and Illinois Central R. R.	29-A
		12	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and Illinois Central R. R.	29-D
		13	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and Illinois Central R. R.	29-E
30	74	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Mason, Ill., and A. T. & S. F. Ry.	29
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and A. T. & S. F. Ry.	29-C
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and A. T. & S. F. Ry.	29-C
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and A. T. & S. F. Ry.	29-D
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and A. T. & S. F. Ry.	29-E
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Indiana Harbor, Ind., I. H. B. R. R., McCook, Ill., and A. T. & S. F. Ry.	29-B
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and A. T. & S. F. Ry.	29-D
30	75	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Seneca, Ill., and C. R. I. & P. Ry.	29
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Washington Heights, Ill., and C. R. I. & P. Ry.	29-A
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. R. I. & P. Ry.	29-C
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. R. I. & P. Ry.	29-D
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. R. I. & P. Ry.	29-E
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Indiana Harbor, Ind., I. H. B. R. R., Blue Island, Ill., and C. R. I. & P. Ry.	29-B
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. R. I. & P. Ry.	29-D
30	76	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Coster, Ill., and C. M. & St. P. Ry.	29
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. M. & St. P. Ry.	29-A
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. M. & St. P. Ry.	29-C
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. M. & St. P. Ry.	29-D
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. M. & St. P. Ry.	29-E
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Indiana Harbor, Ind., I. H. B. R. R., Franklin Park, Ill., and C. M. & St. P. Ry.	29-B
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. M. & St. P. Ry.	29-D

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EAST JORDAN & SOUTHERN R. R.				
30	77 to 80	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Marble, Mich., and E. J. & S. R. R.	30
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, M. C. R. R., Marble, Mich., and E. J. & S. R. R.	30
		5	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Marble, Mich., and E. J. & S. R. R.	30
30	81	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		3	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
30	82 and 83	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Marble, Mich., and E. J. & S. R. R.	30
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, M. C. R. R., Marble, Mich., and E. J. & S. R. R.	30
		5	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Marble, Mich., and E. J. & S. R. R.	30
ELGIN, JOLIET AND EASTERN RY. CO.				
30	84	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, B. & O. R. R., McCools, Ind., and E. J. & E. Ry.	31-C
		3	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Sheff, Ind., N. Y. C. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-D
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-E
		5	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Griffith, Ind., and E. J. & E. Ry.	31-A
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Findora, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind. and E. J. & E. Ry.	31-G
		9	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., McCools, Ind., and E. J. & E. Ry.	31-C
30	85	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., McCools, Ind., and E. J. & E. Ry.	31-C
		4	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Sheff, Ind., N. Y. C. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-D
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-E
		6	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Griffith, Ind., and E. J. & E. Ry.	31-A
		7	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		8	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		11	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Findora, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
		12	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., McCools, Ind., and E. J. & E. Ry.	31-C

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<b>ELGIN, JOLIET &amp; EASTERN RY. CO.—Continued.</b>				
39	86	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		3	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff, Ind., N. Y. C. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-D
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-E
		5	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Griffith, Ind., and E. J. & E. Ry.	31-A
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		7	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
30	87	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry.	31-C
		4	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff, Ind., N. Y. C. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-D
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-E
		6	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Griffith, Ind., and E. J. & E. Ry.	31-A
		7	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		8	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		11	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
		12	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry.	31-C
30	88	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry.	31-C
		4	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff, Ind., N. Y. C. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-D
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-E
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		7	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
		11	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry.	31-C
30	89 to 96	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry.	31-C
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-E
		5	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
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		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
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		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartsdale, Ind., and E. J. & E. Ry.	31-E
		6	N. & W. Ry., Columbus, Ohio, Penna. R. R., Clarke, Ind., (via Bucyrus, Ohio) and E. J. & E. Ry.	31-F
		7	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
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		11	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Griffith, Ind., and E. J. & E. Ry.	31-A
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		11	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32
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46	48 to 57	1	N. & W. Ry., Ivorydale, Ohio, C. C. C. & St. L. Ry. Beesons, Ind., and N. Y. C. & St. L. R. R. (L. E. & W. District)	53-C
<b>THE NEW YORK, CHICAGO AND ST. LOUIS R. R.—Continued.</b> (Clover Leaf District)				
46	58 to 116	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and N. Y. C. & St. L. R. R. (Clover Leaf District)	54
47	1 to 26	2	N. & W. Ry., Bannock, Ohio, N. Y. C. & St. L. R. R. (Ohio Central Lines) Toledo, Ohio and N. Y. C. & St. L. R. R. (Clover Leaf District)	54
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and N. Y. C. & St. L. R. R. (Clover Leaf District)	54
		1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Metcalfe, Ill., and N. Y. C. & St. L. R. R. (Clover Leaf District)	54-A
47	27 to 54	2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and N. Y. C. & St. L. R. R. (Clover Leaf District)	54
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & St. L. R. R. (Ohio Central Lines) Toledo, Ohio and N. Y. C. & St. L. R. R. (Clover Leaf District)	54
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and N. Y. C. & St. L. R. R. (Clover Leaf District)	54
<b>THE NORTHERN OHIO RY.</b>				
48	47 to 66	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Carey, Ohio and Northern Ohio Ry.	55
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chatfield, Ohio and Northern Ohio Ry.	55-A
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & St. L. R. R. (Ohio Central Lines) Sycamore, Ohio and Northern Ohio Ry.	55-B
48	67	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Carey, Ohio and Northern Ohio Ry.	55
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chatfield, Ohio and Northern Ohio Ry.	55-A
48	68 to 70	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Carey, Ohio and Northern Ohio Ry.	55
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chatfield, Ohio and Northern Ohio Ry.	55-A
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & St. L. R. R. (Ohio Central Lines) Arlington, Ohio and Northern Ohio Ry.	55-B
48	71	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Carey, Ohio and Northern Ohio Ry.	55
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chatfield, Ohio and Northern Ohio Ry.	55-A
48	72 to 80	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Carey, Ohio and Northern Ohio Ry.	55
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chatfield, Ohio and Northern Ohio Ry.	55-A
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & St. L. R. R. (Ohio Central Lines) Arlington, Ohio and Northern Ohio Ry.	55-B
<b>THE PENNSYLVANIA R. R.</b> (Western Lines.)				
48	81	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
49	1 to 91			
50	1 to 87			
51	1 to 59			
51	60 to 92	1	N. & W. Ry., Circleville, Ohio and Penna. R. R.	56
51	94 to 101	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. to Toledo, Ohio and Penna. R. R.	56-D
52	1 to 32	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
52	33	1	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
52	34 to 39	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
52	40 to 43	1	N. & W. Ry., Clare, Ohio and Penna. R. R.	56

57 ROUTING—Continued.

Page No.	Index Nos.	Route No.	ROUTE VIA	Division No.
THE PENNSYLVANIA R. R.—Continued. (Western Lines.)				
52	44 to 50	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
52	51 to 72	1	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
52	73 to 92	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
52	93 to 95	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
52	96 to 111	1	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
53	1 to 8	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
53	9 to 39	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
53	40 to 85	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
53	86 to 106	1	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
54	1 to 64	1	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
54	65 to 110	1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Indianapolis, Ind., and Penna. R. R.	56-A
55	1 to 20	2	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
55	21 to 66	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
55	67 to 88	1	N. & W. Ry., Columbus, Ohio and Penna. R. R. via Toledo, Ohio.	56
55	89 to 106	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
56	1 to 53	2	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Indianapolis, Ind., and Penna. R. R.	56-A
56	54 to 70	1	N. & W. Ry., Idilewild, Ohio and Penna. R. R.	56
56	71 to 83	1	N. & W. Ry., Idilewild, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Lebanon Junction, Ohio and Penna. R. R.	56-B
56	84 to 89	1	N. & W. Ry., Idilewild, Ohio and Penna. R. R.	56
56	90 to 91	1	N. & W. Ry., Idilewild, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Lebanon Junction, Ohio and Penna. R. R.	56-A
57	1 to 3	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. via Dayton, Ohio and Richmond, Ind.	56
		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Lynn, Ind., and Penna. R. R.	56-C
57	4	1	N. & W. Ry., Columbus, Ohio and Penna. R. R. via Dayton, Ohio and Richmond, Ind.	56
57	5 to 15	1	N. & W. Ry., Columbus, Ohio and Penna. R. R. via Bradford, Ohio and Ridgeville, Ind.	56
		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Lynn, Ind., and Penna. R. R.	56-C
57	16 to 112	1	N. & W. Ry., Columbus, Ohio and Penna. R. R. via Bradford, Ohio and Ridgeville, Ind.	56
58	1 to 46	2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Lynn, Ind., and Penna. R. R.	56-C
		3	N. & W. Ry., Columbus, Ohio and Penna. R. R. via Toledo, Ohio and LaOtto, Ind.	56
PERE MARQUETTE RY.				
58	47 to 108	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio and Pere Marquette Ry.	57
59	1 to 94	2	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio and Pere Marquette Ry.	57
61	1 to 114	3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Pere Marquette Ry.	57
62	1 to 88	3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Pere Marquette Ry.	57

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Divisions No.
THE PONTIAC, OXFORD AND NORTHERN R. R.				
63	1 to 21	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Pontiac, Mich., and P. O. & N. R. R.	58
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, A. A. R. R., Lakeland, Mich., G. T. Ry., Pontiac, Mich., and P. O. & N. R. R.	58
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, M. C. R. R., Oxford, Mich., and P. O. & N. R. R.	58
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Pontiac, Mich., and P. O. & N. R. R.	58
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Lakeland, Mich., G. T. Ry., Pontiac, Mich., and P. O. & N. R. R.	58
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Oxford, Mich., and P. O. & N. R. R.	58
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Pontiac, Mich., and P. O. & N. R. R.	58
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, A. A. R. R., Lakeland, Mich., G. T. Ry., Pontiac, Mich., and P. O. & N. R. R.	58
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, M. C. R. R., Oxford, Mich., and P. O. & N. R. R.	58
PORT HURON AND DETROIT R. R.				
63	22 to 24	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Port Huron, Mich., and Port Huron & Detroit R. R.	59
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Port Huron, Mich., and Port Huron & Detroit R. R.	59
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Port Huron, Mich., and Port Huron & Detroit R. R.	59
THE RAPID R. R.				
63	25 to 32	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Chesterfield, Mich., and Rapid R. R.	60
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Chesterfield, Mich., and Rapid R. R.	60
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Chesterfield, Mich., and Rapid R. R.	60
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.				
63	33	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. via Indianapolis, Ind., East St. Louis, Ill., and T. R. R. A. of St. L.	61
		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry. East St. Louis, Ill., and T. R. R. A. of St. L.	61-A
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, Wabash Ry., East St. Louis, Ill., and T. R. R. A. of St. L.	61-B
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, N. Y. C. & St. L. R. R. (Clover Leaf District), East St. Louis, Ill., and T. R. R. A. of St. L.	61-C
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, Wabash Ry., East St. Louis, Ill., and T. R. R. A. of St. L.	61-B
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. & St. L. R. R. (Clover Leaf District), East St. Louis, Ill., and T. R. R. A. of St. L.	61-C
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, Wabash Ry., East St. Louis, Ill., and T. R. R. A. of St. L.	61-B
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. & St. L. R. R. (Clover Leaf District), East St. Louis, Ill., and T. R. R. A. of St. L.	61-C
		9	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., East St. Louis, Ill., and T. R. R. A. of St. L.	61-D
THE TOLEDO & WESTERN R. R.				
63	34 to 67	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and T. & W. R. R.	62
TOLEDO, PEORIA & WESTERN RY. CO.				
63	68 to 91	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Effner, Ind., and T. P. & W. Ry.	63

## ROUTING—Continued.

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<b>WABASH RAILROAD.</b>				
63	92 to 98	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio and Wabash Ry.	64
64	1 to 27	2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Wabash Ry.	64
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Wabash Ry.	64
64	28 to 37	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Wabash Ry.	64
		2	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Peru, Ind., and Wabash Ry.	64-A
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio and Wabash Ry.	64
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Wabash Ry.	64
64	38 to 74	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio and Wabash Ry.	64
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Wabash Ry.	64
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Wabash Ry.	64
64	75 to 101	1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. P. R., Decatur, Ill., and Wabash Ry.	64-B
		2	N. & W. Ry., Clare, Ohio, Penna. R. R., Decatur, Ill., and Wabash Ry.	64-C
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio and Wabash Ry.	64
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Wabash Ry.	64
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Wabash Ry.	64
64	102 to 106	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio and Wabash Ry.	64
65	1 to 75	2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Wabash Ry.	64
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Wabash Ry.	64
<b>THE WESTFIELD R. R.</b>				
65	76 to 83	1	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., C. I. & W. P. R., Hume, Ill., K. & S. R. R., Kansas, Ill., and Westfield R. R.	65
<b>THE WHEELING AND LAKE ERIE RY.</b>				
65	84	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Orrville, Ohio and W. & L. E. Ry.	66
66	85 to 91	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio and W. & L. E. Ry.	66
66	1 to 54			

[fol. 234] IN UNITED STATES DISTRICT COURT

[Title omitted]

ANSWER OF THE UNITED STATES

United States of America, defendant, for answer to the bill of complaint and amended bill filed herein, says:

In Answer to the Bill

I. Defendant admits the allegations of the bill contained in paragraphs I, II, III, IV, V, and VI thereof.

II. Defendant has no knowledge or information sufficient to form a belief with respect to the allegations contained in paragraph VII and, therefore, neither admits nor denies the same and in so far as they may become material it will require strict proof thereof.

III. Defendant admits the allegations in the first paragraph of paragraph VIII of the bill. It admits that the rates on coal to the West from the New River and Pocahontas Districts of West Virginia are made on a competitive basis with mines located in Pennsylvania, Ohio and other States. It admits that the Virginian Railway has not adopted the policy of joining with the Chesapeake & Ohio in [fol. 235] publishing the district rates to western destinations and has not joined with the Chesapeake & Ohio in publishing eastbound rates and denies any knowledge or information sufficient to form a belief with respect to the other allegations contained in paragraph VIII of the bill.

IV. Defendant admits the allegations in paragraph IX of the bill that proceeding No. 13832 was instituted by the Gulf Coal Company; that proceeding No. 14454 was instituted by the Wyoming Coal Company and others; that said cases were consolidated and heard together and that on March 10, 1925, Division 3 of the Interstate Commerce Commission, one member dissenting, handed down its report and order in the two cases. It does not admit the inferences and deductions drawn from the complaints in said proceedings or from the report and order of the Commission but for certainty as to the meaning and effect of said complaints and proceedings begs leave to refer to the

originals thereof and, except as admitted or qualified, it denies any knowledge or information sufficient to form a belief as to the other allegations contained in paragraph IX of the bill.

V. Defendant admits the allegations contained in paragraph X of the bill.

VI. Defendant has no knowledge or information sufficient to form a belief as to the matters and things alleged in paragraph XI of the bill, it neither admits nor denies the same and in so far as they may become material it will require strict proof thereof, except that it denies that the order of the Interstate Commerce Commission requires complainant to "short haul" itself or is in any respect illegal or in violation of the Interstate Commerce Act.

VII. Defendant admits the allegations contained in paragraph XII of the bill.

VIII. Defendant denies any knowledge or information sufficient to form a belief as to the allegations contained in paragraph XIII of the bill.

IX. Defendant denies each and every allegation contained in paragraph XIV of the bill to the effect that the Interstate [fol. 236] Commerce Commission in making its order exceeded its powers in any respect whatsoever; or was without power or authority to make the order which it made; or that the evidence before it was not sufficient to justify it in making its order; or that enforcement of the order would result in undue and unreasonable preference or advantage in favor of the complainants before the Commission; or that the order represents authority exercised by the Commission in an unreasonable manner. It denies that the inferences and conclusions drawn by the complainant from said order are correct and for certainty as to the meaning and effect of said order begs leave to refer to the order itself. With respect to the other matters and things alleged in paragraph XIV of the bill upon information and belief it denies them.

X. Defendant admits the allegations contained in paragraph XV of the bill.

XI. With respect to the allegations contained in paragraph XVI of the bill defendant admits that if the com-

plainant fails to obey the order made by the Interstate Commerce Commission it will subject itself to the penalties prescribed by law for such failure. It denies upon information and belief that obedience to the order would subject complainant to irreparable damage or injury. As to the facts alleged in said paragraph it denies them upon information and belief. As to the inferences and deductions alleged in said paragraph it denies that they are correct or justified by the order.

#### In Answer to the Amended Bill

I. Answering paragraph I of the amended bill defendant repeats and adopts all and singly the allegations and denials hereinbefore set forth with respect to the allegations of the original bill.

II. Defendant admits the allegations contained in paragraph II of the amended bill.

III. As to the allegations contained in paragraph III of the amended bill defendant neither admits nor denies the inferences and deductions drawn from the amendments to the report of the majority of the Commission but for cer-[fol. 237] tainty as to the meaning and effect of said changes in the report and order as amended begs leave to refer to the originals of said report and order.

IV. Defendant denies any knowledge or information sufficient to form a belief as to the allegations contained in paragraph IV of the amended bill.

V. Defendant denies any knowledge or information sufficient to form a belief as to the allegations contained in paragraph V of the amended bill and in so far as they may become material it will require strict proof thereof.

VI. As to the allegations contained in paragraphs VI, VII and VIII of the amended bill it does not admit the inferences and deductions therein alleged and for the meaning and effect of the proceeding before the Interstate Commerce Commission it begs leave to refer to the originals thereof. It denies each and every allegation to the effect that the order of the Commission was in any respect illegal or not based upon sufficient evidence.

VII. Defendant denies any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph IX of the amended bill.

As to the Bill and Amended Bill

Further answering defendant alleges that the matters and things set forth in the bill and amended bill and sought to be put in issue before the court were all before the Interstate Commerce Commission, were fully heard and determined by it, and were within its power and authority to hear and determine under the provisions of the Interstate Commerce Act; in its reports with respect thereto made after full hearing and on due notice to all the parties, which state its conclusions together with its decision, order or requirement in the premises, the matters and things of which complaint is made were fully considered and foreclosed by findings of fact based on substantial evidence before the Commission of which the parties were advised. Said reports are now referred to and included by reference herein with the same effect as if here set forth in extenso.

Defendant specifically denies—

(a) Any fact or facts alleged in the bill of complaint or [fol. 238] amended bill, or any part of the same, which are inconsistent with any fact or facts found by the Commission.

(b) Any and all inferences of fact from any particular fact or facts alleged in the bill of complaint or amended bill, or any part of the same, which seek to deny, or which are inconsistent with any fact or facts found by the Commission.

(c) Any fact or facts alleged in the bill of complaint or amended bill, or any part of the same, which deny, or which seek to deny, any fact or facts found by the Commission.

(d) Any fact or facts alleged in the bill of complaint or amended bill, or any part of the same, which set up, or which seek to set up, matters and things which were not before the Commission.

(e) Any fact or facts alleged in the bill of complaint or amended bill, or any part of the same, which attack or

which seek to attack the action of the Commission, and to show facts other than what the Commission has found and declared.

(f) Any allegations in the bill of complaint or amended bill, or any part of the same, which allege that facts were found by the Commission in its reports and orders which, as shown on the face thereof, were not so found.

(g) Any conclusions of law alleged and insisted upon in the bill of complaint or amended bill, or any part of the same which are inconsistent with any conclusions of the law held by the Interstate Commerce Commission.

(h) Each and every allegation in the bill of complaint or amended bill contained not herein specifically admitted or denied.

Wherefore, having fully answered, defendant prays that the bill of complaint and amended bill be dismissed at the cost of complainant and for such other and further order as may be appropriate.

Alfred A. Wheat, Special Assistant to the Attorney General. Elliott Northcott, United States Attorney.

[fol. 239] *Duly sworn to by Alfred A. Wheat. Jurat omitted in printing.*

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[fol. 240] IN UNITED STATES DISTRICT COURT

[Title omitted]

#### ANSWER OF INTERSTATE COMMERCE COMMISSION

The Interstate Commerce Commission, one of the defendants in the above-entitled suit, now and at all times hereafter saving and reserving to itself all and all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainant's bill of complaint and in the amendment thereto contained, for answer thereunto, or unto so much of such parts thereof as it is advised that it is material for it to answer, answers and says:

## I

Answering Paragraphs I to VI, inclusive, of the bill of complaint, said defendants, hereinafter called the Commission, admits, for the purposes of this suit, that the allegations contained in said paragraphs are true, except that the figures "13,823", contained in the eighth line of Paragraph I, should be "13832."

## II

Answering Paragraph VII to XVI, inclusive, of the bill of complaint, the Commission admits and alleges that it made and entered the report and order dated March 10, 1925, referred to in Paragraph IX, a copy of which is Ex-[fol. 241] hibit A to the bill of complaint, in two proceedings then pending before it and numbered, respectively, 13832 and 14454, wherein the Gulf Coal Company, and the Wyoming Coal Company and others, were complainants, and the complainant herein, The Virginian Railway Company, hereinafter called the Virginian, and other common carriers, were defendants, under authority conferred upon the Commission by the interstate commerce act, particularly section 15 of said act, and that the complaints filed in said proceedings contained allegations and prayers for relief substantially as set forth in Paragraph IX. In this connection, however, the Commission refers the court to said complaints for more full and complete information concerning the contents thereof.

The Commission further alleges that said complaints were duly served upon the Virginian and other common carriers named therein; that subsequent to such service the Commission consolidated said proceedings for hearing and accorded to the parties to the proceedings the full hearing provided for in said section 15; that at said hearing a large volume of testimony and other evidence, bearing upon the matters covered by said order of March 10, was submitted to the Commission for consideration on behalf of the parties to said proceedings, by their respective counsel; that at said hearing and subsequently, both orally and in briefs filed in said proceedings, questions relating to said matters were fully argued and submitted to the Commission for determination on behalf of said

parties by their respective counsel, whereupon the Commission determined said matters and entered and served upon the Virginian and the other common carriers above mentioned said report and order of March 10, which included the Commission's findings of fact, decision, conclusions, order and requirements, in the premises; that upon the evidence aforesaid, and as shown in and by said report of March 10, the Commission made the findings and stated the conclusions, upon which said order is based.

The Commission further alleges that it modified said order of March 10 by an order dated May 14, 1925, and that the body of the latter order is in words and figures as [fol. 242] follows, namely:

Upon further consideration of the records in the above-entitled proceedings, and upon a petition filed on behalf of defendant Virginian Railway Company to permit compliance with the order entered in said proceedings upon one day's notice in lieu of the thirty days' notice now required by said order, and good cause appearing therefor:

It is ordered, That all defendants in said proceedings be and they are hereby authorized to establish rates as prescribed in said order on one day's notice instead of the thirty days' notice therein prescribed, and that the effective date of said order be and it is hereby extended to and including June 1, 1925.

It is further ordered, That the order entered in these proceedings remain in full force and effect in all other respects.

The Commission further admits and alleges that, as alleged in Paragraph II of the amendment to the bill of complaint, it amended said report and order of March 10 by a report and order dated May 19, 1925, and that the body of the latter order is in words and figures as follows, namely:

These cases being at issue upon complaints and answers on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and said division having, on March 10, 1925, made and filed a report and on May 19, 1925, an amended report containing its findings of fact and conclusions thereon, which said amended report is hereby referred to and made a part hereof:

It is ordered, That the above-named defendants, accord- [fol. 243] ing as they participate in the transportation, be, and they are hereby, notified and required to cease and desist, on or before June 25, 1925, and thereafter to abstain, from publishing, demanding, or collecting rates for the transportation of coal, in carloads, from the above-named complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devil's Fork, Corinne, and Fireco, W. Va., to interstate destinations named or designated in the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B of the complaint in No. 14454, which exceed the rates prescribed in the next succeeding paragraph hereof;

It is further ordered, That said defendants, according as they participate in the transportation, be, and they are hereby, notified and required to establish, on or before June 25, 1925, upon notice to this commission and to the general public by not less than one day's filing and posting in the manner prescribed in section 6 of the interstate commerce act, and thereafter to maintain and apply to the transportation of coal, in carloads, from said complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devil's Fork, Corinne, and Fireco, W. Va., to destinations named or designated in the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B of the complaint in No. 14454, rates which shall not exceed the district rates maintained on like traffic by defendants to the same destinations from mines in the New River districts of The Chesapeake & Ohio Railway Company and The Virginian Railway Company, respectively, and the Pocahontas and Tug River districts of the Norfolk & Western Railway Company, these districts forming part of what is generally referred to as the Outer Crescent.

[fol. 244] And it is further ordered, That this order shall continue in force until the further order of the commission.

A copy of said amended report and amended order of May 19, marked "Exhibit A," is attached hereto and made part of this answer.

The Commission further alleged that said amended report and amended order of May 19 were duly served upon the Virginian and other common carriers therein named.

The Commission further alleges that the findings and conclusions in said amended report of May 19 were and are, and that each of them was and is, fully supported and justified by the evidence submitted to the Commission in said proceedings as aforesaid.

The Commission further alleges that, in making said amended report and amended order of May 19, it considered and weighed carefully, in the light of its own knowledge and experience, each fact, circumstance, and condition called to its attention, on behalf of the parties to said proceedings by their respective counsel, including matters covered by the allegations of the bill of complaint.

The Commission further alleges that said amended order of May 19 was not made or entered either arbitrarily, or unjustly, or contrary to the relevant evidence, or without evidence to support it; that in making said order it did not exceed the authority which had been duly conferred upon it, or exercise that authority in an unreasonable manner; and the Commission denies each of and all the allegations to the contrary contained in the bill of complaint as amended as aforesaid.

The Commission particularly denies that, as appears to be alleged in Paragraph VIII of the bill of complaint, as amended, the rates on coal in force on and immediately prior to March 10, 1925, to the West from the New River and Pocahontas Districts of West Virginia, served respectively by The Chesapeake & Ohio and Norfolk and Western Railways, have heretofore been found by the Commission [fol. 245] to be less than reasonable maximum rates.

Except as herein expressly admitted, the Commission denies the truth of each of and all the allegations contained in said bill of complaint and the amendment thereto in so far as they conflict either with the allegations herein, or with either the statements or conclusions of fact included in said report of March 10 as modified and amended by said report of May 19, which amended report is hereby referred to and made a part hereof.

All of which matters and things the Commission is ready to aver, maintain, and prove as this honorable court shall

direct, and hereby prays that said bill of complaint and said amendment thereto be dismissed.

Interstate Commerce Commission, by P. J. Farrell,  
Chief Counsel.

*Duly sworn to by Henry C. Hall. Jurat omitted in printing.*

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[fols. 246-265] Exhibit A to Answer of the Interstate Commerce Commission omitted. See Exhibit 1 to Amended Bill of Complaint printed side page 52 ante.

[fol. 266] IN UNITED STATES DISTRICT COURT

[Title omitted]

ANSWER OF CHESAPEAKE AND OHIO RY. CO.

The Separate Answer of Defendant The Chesapeake and  
Ohio Railway Company

This defendant reserving to itself the benefit of all just exceptions to the Bill of Complaint as amended in this proceeding, for answer thereto, or to so much thereof as it is advised that it is material for it to answer, answers and says:

I

This defendant admits the allegations of Article I of the complaint.

II

This defendant admits the allegations of Article II of the complaint.

III

This defendant admits the allegations of Article III of the complaint.

IV

This defendant admits the allegations of Article IV of the complaint.

## V

This defendant admits the allegations of Article V of the complaint.

## VI

This defendant admits the allegations of Article VI of [fol. 267] the complaint except the allegation that through subsidiary or affiliated companies this defendant owns and operates railways reaching Indianapolis, Indiana, which allegation defendant denies.

## VII

This defendant neither admits nor denies the allegations of Article VII of the complaint and calls for proof.

## VIII

This defendant admits the allegations of paragraph 1 of Article VIII of the complaint, admits the allegations of paragraph 2 of Article VIII and denies the allegations of paragraph 3 of Article VIII.

This defendant admits that the complainant has not joined with the Chesapeake and Ohio in publishing the New River District rates as joint rates to western destinations but this defendant avers that complainant and the Chesapeake and Ohio have published separate established rates applicable to the through transportation from Virginian mines to western destinations via Chesapeake and Ohio junction points. This defendant avers these are the rates and the only western rates under attack in the proceedings before the Commission mentioned in Articles I and IX and that these are the rates and the only rates to western destinations and that the Commission found unreasonable and unduly prejudicial to the extent that they exceed the District rates. This defendant denies the allegation of this paragraph that "It has come about that any coal moving from mines on the Virginian Railway to destinations on the Chesapeake and Ohio Railway and connections must have moved by a combination of complainant's local tariffs to the Chesapeake and Ohio junction and upon Chesapeake and Ohio tariffs beyond. This defendant admits

the allegation as applying to approximately 50% of the mines located on the Virginian Railway, commonly known as local mines but avers that approximately 50% of the mines located on the Virginian Railway are so-called joint mines, that is to say, they are mines served by the Virginian Railway in the transportation of eastern coal and also the Chesapeake and Ohio Railway in the transportation of both, eastern and western coal, and that such coal as moves east and west from such joint mines via the Chesapeake and Ohio Railway is moved under tariffs published by the Chesapeake and Ohio Railway and not as alleged by combination of complainant's local tariffs to Chesapeake and Ohio junction and upon Chesapeake and Ohio tariffs beyond.

#### IX

This defendant neither admits nor denies the allegations of Article IX of the complaint, and calls for proof.

#### X

This defendant admits the allegations of Article X.

#### XI

This defendant neither admits nor denies the allegations of paragraph 1 of Article XI in respect of the proposed lease of the Virginian Railway to the Norfolk and Western Railway Company and calls for proof of same if material to the issue. This defendant avers that this allegation is not material to or in any way involved in the issue, which as shown on the face of the amended order of the Commission is limited and confined solely to the question of the reasonableness and propriety of the separately established rates of the Virginian Railway and the Chesapeake and Ohio Railway from local mines on the Virginian Railway to Western destinations via Deepwater or other Chesapeake and Ohio junction and the Chesapeake and Ohio Railway, and does not involve the rates, if any, via any other western routes. This defendant admits the allegations of this paragraph as amended by Article IV of the amended complaint that complainant has published ef-

fective June 1, 1925, the New River District rates of the defendant, The Chesapeake and Ohio Railway Company, as applicable from Virginian mines via Matoaka and the Norfolk and Western Railway to western destinations. This defendant avers that this was the voluntary act of complainant, the Virginian Railway Company, and was not required by the order of the Interstate Commerce Commission.

This defendant denies the allegations of paragraph 3 of [fol. 269] Article XI and calls for proof.

## XII

This defendant admits the allegations of Article XII and avers that the Commission was without power to grant the petition.

## XIII

This defendant denies the allegations of Article XIII. This defendant avers that the only rates to central (western) destinations under attack in the proceedings before the Commission were the separately established rates of the Virginian and the Chesapeake and Ohio, applicable to the through transportation via Deepwater or other junction, and that rates, if any, via Matoaka and the Norfolk and Western were not under attack in the proceeding before the Commission. This defendant avers that the finding of the Commission was to the effect that the said separately established rates of the Virginian and the Chesapeake and Ohio were relatively unreasonable and unduly prejudicial to the extent that they exceeded the district rates, and that rates, if any, via Matoaka and the Norfolk and Western were not condemned by the Commission as unreasonable or unduly prejudicial. This defendant denies that complainant would be subject to penalty for failure to publish rates via Matoaka and the Norfolk and Western Railway but admits that complainant would be subject to penalty for failure to publish rates via Deepwater or other junction and the Chesapeake and Ohio Railway on or before June 25, 1925, to central (western) destinations named in Chesapeake and Ohio tariffs enumerated in the order, to-wit:

C. & O. I. C. C. No. 8665,  
C. & O. I. C. C. No. 9363,  
C. & O. I. C. C. 9206,  
C. & O. I. C. C. No. 9366, and  
C. & O. I. C. C. No. 9369

This defendant avers that it was at all times and now is ready and willing to join complainant in the publication of the district rates in compliance with the order of the Inter-[fol. 270] state Commerce Commission, and this defendant avers that complainant has the necessary authority from defendant and its connections to publish the district rates via Deepwater or Pemberton and the Chesapeake and Ohio Railway to central (western) destinations named in the aforesaid tariffs.

#### XIV

This defendant denies the allegations of paragraph 1 of Article XIV that the order of the Commission requires the establishment of joint through rates. This defendant avers that the order of the Commission merely requires the Virginian and the Chesapeake and Ohio and its connections to cease, desist and abstain from applying via Deepwater or other Chesapeake and Ohio junction the present separately established rates of the Virginian and the Chesapeake and Ohio, applicable to the through transportation to western destinations shown in Chesapeake and Ohio tariffs enumerated, and to establish in lieu thereof via Deepwater or other Chesapeake and Ohio junction separately established rates applicable to the through transportation which do not exceed the district rates. In other words, the order of the Commission would be entirely satisfied by a reduction in the Virginian rate to Deepwater or a reduction in the Chesapeake and Ohio rate from Deepwater, or a reduction in each rate, just so the aggregate of the two rates in combination via Deepwater would not exceed the district rate.

This defendant admits the allegations of paragraph 2 of Article XIV that the establishment of through routes is a condition precedent to the establishment of joint rates, but this defendant denies that the order requires the establishment of joint rates.

This defendant denies the allegations of paragraph 3 of Article XIV and avers that the order of the Commission

does not require the establishment of through routes and joint rates.

Answering the other paragraphs of Article XIV, this defendant avers that, by its own action in voluntarily establishing via Matoaka and the Norfolk and Western Railway [fol. 271] a route much longer and more costly of operation to the west than is the shorter route via Deepwater or other Chesapeake and Ohio junction, complainant has waived any legal right which it otherwise might have had to question the power of the Commission to require defendants to establish via Deepwater or other Chesapeake and Ohio junction point the rates which the Virginian has voluntarily established via Matoaka and the Norfolk and Western Railway. This defendant avers that the route via Deepwater or Pemberton and the Chesapeake and Ohio Railway is the only practical route, efficient and economical of operation for the transportation of coal from Virginian local mines to western destinations, and that the route via Matoaka and the Norfolk and Western Railway is an impractical route, round-about, inefficient and uneconomical of operation, involving as it does an eastbound, up-grade backhaul on westbound coal, a route which the complainants in the proceeding before the Commission refused to accept for their westbound coal in lieu of the route via Deepwater or Pemberton and the Chesapeake and Ohio Railway. The Commission's finding in regard to the route via Matoaka and the Norfolk and Western Railway is found in Consolidation of Railroads, 63 I. C. C. 455, where at pages 459 and 460 the Commission tentatively found that because of the up-grade eastbound haul on westbound coal necessitated in the route via Matoaka and the Norfolk & Western the Virginian should be consolidated with the Chesapeake and Ohio and not with the Norfolk and Western. Defendant avers that the route via Deepwater and the Chesapeake and Ohio will give the Virginian its longest possible haul and its maximum revenue on westbound coal while the route via Matoaka will short-haul the Virginian and minimize its revenue. This defendant avers that the cost of the service over the route via Matoaka and the Norfolk and Western necessarily is much greater than via the route of the Chesapeake and Ohio, and having admitted the reasonableness and propriety of the district rate for the

transportation of westbound coal via Matoaka and the Norfolk and Western, by its own act of voluntarily establishing a through route via Matoaka and establishing joint rates [fols. 272 & 273] via Matoaka equal to the district rate, complainant is now precluded from questioning the reasonableness and propriety of the district rate as applied via Deepwater or other Chesapeake and Ohio junction, required by the order of the Commission.

## XV

This defendant neither admits nor denies the allegations of Article XV and calls for proof.

## XVI

This defendant denies each and every allegation of the the Amended Bill in respect of the trackage right situations.

## XVIII

This defendant denies each and every allegation of the bill of complaint or amended bill not herein specifically admitted or denied.

Wherefore, having fully answered, defendant prays that the bill of complaint and amended bill be dismissed at the cost of complainant and for such other and further order as may be appropriate.

The Chesapeake and Ohio Railway Company, by E. D. Hotchkiss, Freight Traffic Manager.

*Duly sworn to by E. D. Hotchkiss. Jurat omitted in printing.*

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[fol. 274] IN UNITED STATES DISTRICT COURT

[Title omitted]

MOTION TO INTERVENE OF GULF COAL CO. ET AL.

Now come- Gulf Coal Company, the complainant before the Interstate Commerce Commission in the proceeding there designated as Docket No. 13,832, and Wyoming Coal

Company, Wilton Smokeless Coal Company, Trace Fork Coal Company, Devil's Fork Coal Company, Miller Pocahontas Coal Company and Leckie Fire Creek Smokeless Coal Company, the complainants before the Interstate Commerce Commission in the proceeding there designated as Docket No. 14,454 by their attorneys, and move the Court for leave to intervene in this case and to appear and be made parties thereto and to be represented therein by counsel, pursuant to the Acts of Congress in such case made and provided and the rules and practice of equity courts for the United States.

Robert S. Spilman, Ewing H. Scott, Solicitors.

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[fol. 275] IN UNITED STATES DISTRICT COURT

[Title omitted]

MOTION TO DISMISS OF GULF COAL CO. et al.

Now come the intervening defendants, Gulf Coal Company, Wyoming Coal Company, Wilton Smokeless Coal Company, Trace Fork Coal Company, Devils Fork Coal Company, Miller-Pocahontas Coal Company and Leckie Fire Creek Smokeless Coal Company, by their attorneys, and jointly and severally move the Court to dismiss the plaintiff's bill of complaint and also its amended bill of complaint heretofore filed in this cause, on the following grounds:

First. Because it appears upon the face of said original bill and of said amended bill, that the Virginian Railway Company, the complainant therein, is not entitled to the relief prayed for in either said original bill or amended bill, nor any relief arising from the facts therein alleged.

Second. Because it does not appear from either said original bill or said amended bill that the action and orders of the Interstate Commerce Commission therein complained of violate or impair any right of the plaintiff under the constitution of the United States, nor that said orders of the Commission are beyond the statutory power conferred upon it by Acts of Congress of the United States, nor that said

orders were based upon an arbitrary exercise of the statutory power of said Commission, or are otherwise illegal.

[fol. 276] Third. Because it appears from said original bill and said amended bill that said orders were made by said Interstate Commerce Commission in the proper exercise of its lawful jurisdiction and authority, and are based upon and fully supported by proper evidence introduced before the Commission in the proceedings then pending before it in which said orders were made.

Fourth. Because it appears from said original bill and said amended bill that the plaintiff therein is thereby attempting to have this Court review said evidence before the Interstate Commerce Commission and substitute its judgment upon the facts for that of the Commission.

Fifth. Because both said original bill and amended bill are insufficient in fact to constitute a valid cause of action in equity, and are without equity.

Robert S. Spilman, Ewing H. Scott, Solicitors for  
said Intervening Defendants.

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[fol. 277] IN UNITED STATES DISTRICT COURT

[Title omitted]

FINAL ORDER AND DECREE—September 19, 1925

This cause came on to be heard on the 28th day of May, 1925, on the prayers and application of the Complainant for a temporary injunction and for a permanent injunction and for final hearing on the merits of the amended bill of complaint and the answers thereto, answers having been filed by the United States of America, the Interstate Commerce Commission, and The Chesapeake and Ohio Railway Company, Defendants, and upon the record taken before the Interstate Commerce Commission in the cases hereinafter referred to, introduced in evidence herein by agreement of the parties, and upon the evidence of witnesses heard in open Court, and motion to dismiss having been filed by the Gulf Coal Company et al., interveners herein, and due notice having been given of said hearing on said application for a temporary injunction and for an injunction on the

merits, the case having been duly argued by all parties by their attorneys, and said cause on the evidence submitted having been fully heard by three judges, above named, duly convened for said hearing.

[fol. 278] It is adjudged, ordered, and decreed:

1. That the injunction prayed for in this case be denied and that the Bill of Complaint herein be and the same is hereby dismissed on the merits.

2. The Complainant indicating an intention to appeal from this decree, and the Court being of opinion from all the evidence in the case that irreparable damage will result to the Complainant pending such appeal if this decree shall be reversed on appeal, it is further ordered that the United States of America, the Interstate Commerce Commission and The Chesapeake and Ohio Railway Company be temporarily restrained from making effective the order of the Interstate Commerce Commission mentioned in the Bill of Complaint and the Amended Bill in this case, viz. orders entered on March 10, 1925, and an amended or revised order entered on May 19, 1925, in two proceedings then pending before said Commission, viz. Gulf Coal Company et al. vs. Virginian Railway Company et al., I. C. C. Docket No. 13,382 and Wyoming Coal Company et al. vs. Virginian Railway Company et al., I. C. C. Docket No. 14,454, pending the perfecting of such appeal by the Complainant to the Supreme Court of the United States within thirty days from this date, and upon the perfecting of such appeal thereafter until the determination of the same by said Supreme Court, unless such restraining order shall be sooner set aside by said Supreme Court.

3. That the Complainant shall within thirty days from the date of this order, pending such appeal, enter into a proper injunction bond before the Clerk of this Court with security approved by the District Judge of this Court in the penalty of (\$5,000) Five Thousand Dollars, conditioned according to law, which said bond is to be in addition to the usual appeal bond to cover costs of the appeal in the penalty of (\$1,000) One Thousand Dollars.

Edmund Waddill, Jr., U. S. Circuit Judge, Fourth Circuit. I. M. Meekins, U. S. Dist. Judge.

Richmond, Va., Sept. 19<sup>th</sup>, 1925.

[fol. 279] I dissent and do not agree to the foregoing decree.

Geo. W. McClintic, District Judge.

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[fols. 280 & 281] IN UNITED STATES DISTRICT COURT

**Exhibit in Evidence**

BEFORE INTERSTATE COMMERCE COMMISSION, WASHINGTON

I, George B. McGinty, Secretary of the Interstate Commerce Commission, do hereby certify that the attached are true copies of the following:

Complaint filed May 15, 1922,

Answers of defendants,

Intervening petition of MacAlpin Coal Company, Slab Fork Coal Company, et al. dated November 13, 1923, and

Transcript of the stenographer's notes of hearings held November 13, 14, 15 and 16, 1922, at Washington, D. C., before Examiner W. B. Hunter, and of exhibits filed at said hearing, or in response to requests made at the hearing,

in case No. 13832, Gulf Coal Company v. Virginian Railway Company, et al., the originals of which are now on file and of record in the office of this Commission.

In witness whereof I have hereunto set my hand and affixed the Seal of said Commission this 12th day of June, A. D. 1925.

George B. McGinty, Secretary of the Interstate Commerce Commission. (Seal.)

[fol. 282] BEFORE THE INTERSTATE COMMERCE COMMISSION

I. C. C. Docket No. —

GULF COAL COMPANY, Complainant,

vs.

THE VIRGINIAN RAILWAY COMPANY et al., Defendants

BILL OF COMPLAINT—May 15, 1922

The complaint of the above-named complainant shows:

## I

That complainant, Gulf Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known as "smokeless coal;" that its mine is known as Hot Coal mine, and that said mine and its tipple is located on a side track of the Winding Gulf Branch of the Virginian Railway Company at or near Hot [fol. 283] Coal, West Virginia, in the territory commonly known as the "Winding Gulf District" which is part and parcel of the territory known as the "New River District;" that said company maintains an office at Tams, W. Va.

## II

That defendants, carriers named in Appendix "A" hereto attached and by reference made a part hereof, are common carriers engaged in the transportation of property, including coal, wholly by railroad and partly by railroad and partly by water between points in the State of West Virginia and points in the State of Maryland, State of Virginia, District of Columbia, State of Kentucky, State of Tennessee, State of Georgia, State of Alabama, State of Florida, State of Ohio, State of Indiana, State of Illinois, State of Pennsylvania, State of New York, State of Delaware, State of New Jersey, State of Connecticut, State of Rhode Island, State of Massachusetts, State of Michigan, State of Wisconsin, State of Minnesota, State of North Da-

kota, State of South Dakota, State of Nebraska, State of Iowa, State of Kansas, State of Oklahoma, State of Arkansas, and other States of the United States and the Dominion of Canada, and as such common carriers are subject to the provisions of the Interstate Commerce Act, and all acts amendatory thereof and supplementary thereto, including the Transportation Act of 1920.

### III

That there is a large territory in the United States embracing and commonly known as the "New River District," "Pocahontas District," "Tug River District," [fol. 284] and "Winding Gulf District" (which last named District is a part of the New River District), wherein there are large deposits of bituminous coal known as semi-bituminous coal and popularly known as "smokeless coal," and that there are numerous mines, large and small, through said territory wherein is mined and produced said semi-bituminous coal, and the operators of said mines produce and mine said coal and sell said coal and ship and transport said coal in interstate and foreign commerce; that said semi-bituminous coal is used for domestic coal, for the production of steam and for the production of light, heat and power, and as railroad fuel and as bunker coal, and is used in supplying fuel for ships forming part and parcel of the United States Navy and the Merchant Marine, and in ships in the coastwise trade, in the foreign trade, and in the inland waterways and on the lakes, and is used for by-product purposes and is used for export purposes and is in sharp competition with English coal and in the export business; that the fostering, promotion and stimulation of the production and distribution of said semi-bituminous coal is necessary and desirable in the public interest; that all of said semi-bituminous coal is in sharp competition; that it is necessary and desirable in the public interest, and it is just and reasonable that all of said coal should be maintained on a competitive basis, and that rates from all of said territory producing said semi-bituminous coal should be upon a parity to common destinations in interstate and foreign commerce, and that the carriers serving said territory have as a rule maintained common rates known as "district rates" from all said points of

production to common points of destination in interstate commerce; that it is desirable in the public interest that [fol. 285] consumers of said coal may resort to many mines and markets and bring said mines and markets into competition.

That said coal is likewise in competition with high volatile bituminous coal produced in West Virginia, Kentucky and other places and with anthracite coal produced in Pennsylvania. Complainant in the sale of its semi-bituminous coal is also in competition with producers of high volatile bituminous coal produced in Groups Nos. 2, 3, 4 and 5 as shown in Chesapeake & Ohio Railway Company's tariffs, said New River District being Group No. 1.

#### IV

That said mine of complainant is geographically, geologically, competitively and commercially and from a transportation point of view within the New River District, as to which group rates are duly issued and published and filed with the Interstate Commerce Commission, applicable throughout said New River District, to mines on the main line and branches of the Virginian Railroad and of the Chesapeake & Ohio Railway and the Sewell Valley Railroad to destinations on the Chesapeake & Ohio Railway and its connections and destinations on the Virginian Railway and its connections.

#### V

That the general situation in the New River District is shown on Appendix "D" hereto attached and made part hereof, being New River District map taken from exhibit in I. & S. Docket No. 774, on which are super-imposed Hinton, Sewell Valley Railroad, Greenbrier & Eastern Railroad, Weirwood, Stonecoal Branch and showing Bishop as Oak Hill Junction and from which Sidney is eliminated.

[fol. 286]

#### VI

That there are many mines located in the so-called Winding Gulf Territory and other parts of the New River District on and served by the main line tracks, branch line tracks, side tracks, terminals and terminal facilities of The

Virginian Railroad Company. That The Virginian Railroad Company accords to The Chesapeake & Ohio Railway Company the use of said main line tracks, branch line tracks, side tracks, terminals and terminal facilities of The Virginian Railway Company or The Virginian Railway Company performs terminal or switching service for The Chesapeake & Ohio Railway Company so that coal is moved from said mines located on the main line tracks, branch line tracks, side tracks, terminal and terminal facilities of The Virginian Railway Company to and for transportation of coal to destinations over the Chesapeake & Ohio Railway and its connections on the New River District basis as per tariffs duly issued and published and on file with the Interstate Commerce Commission.

## VII

That instances and illustrations of the matters set forth in paragraph VI are set forth hereinafter in paragraphs VIII, IX, X, XI and XII, and allegations as to mines being published as stations and rates being published therefrom includes an allegation of shipping points at or near such mines being published as stations and rates published therefrom.

## VIII

That there is located on the tracks, terminals and terminal facilities of the Virginian Railway at or near Weirwood, W. Va., a coal mine and tippie. That The Virginian [fol. 287] Railway Company owns and maintains tracks, terminals and terminal facilities from and including Weirwood to and including Oak Hill Junction (formerly Bishop) and likewise owns and maintains tracks, terminals and terminal facilities from and including Oak Hill Junction (formerly Bishop) to and including Carlisle, known as the Wolf Creek Division of the White Oak Branch. That said Weirwood, W. Va., is duly published as a station of The Chesapeake & Ohio Railway Company and The Chesapeake & Ohio Railway Company duly issues and publishes and files with the Interstate Commerce Commission tariffs naming rates from said Weirwood, W. Va., to points of destination on The Chesapeake & Ohio Railway and its connections on the New River District basis. That the Chesapeake &

Ohio Railway commences at Carlisle and extends over its branches to Thurmond, W. Va., a junction point with the main line of The Chesapeake & Ohio Railway Company. That said Chesapeake & Ohio Railway Company by and with the consent of The Virginian Railway Company uses said main line, terminals and terminal facilities of the Virginian Railway Company above described from and including Weirwood, W. Va., to and including Oak Hill Junction (formerly Bishop), and from and including Oak Hill Junction (formerly Bishop) to and including Carlisle, or The Virginian Railway Company performs terminal or switching service for the Chesapeake & Ohio Railway Company.

That the complainant is informed and therefore alleges the maintenance expenses, agent's expenses, taxes and interest on capital invested are prorated between the Virginian Railway Company and The Chesapeake & Ohio Railway Company on the cars handled basis from Weirwood to [fol. 288] Oak Hill Junction and The Chesapeake & Ohio Railway Company pays The Virginian Railway Company \$6.00 per loaded car transported from Weirwood to Oak Hill Junction; and on the road from Oak Hill Junction to Carlisle; that the maintenance expenses, taxes and interest on capital invested are prorated between The Virginian Railway Company and The Chesapeake & Ohio Railway Company on the cars handled basis from Oak Hill Junction to Carlisle and The Chesapeake & Ohio Railway Company pays The Virginian Railway Company approximately \$1.00 per loaded car delivered to The Chesapeake & Ohio Railway Company at Carlisle. That the exact facts as to terms and compensation are within the knowledge of defendant and will be proven at the hearing.

## IX

That there are located on the tracks, terminals and terminal facilities of the Virginian Railway from and including Carlisle, W. Va., to and including Lochgelly, W. Va., coal mines and tipples. That the Virginian Railway owns and maintains tracks, terminals and terminal facilities from and including Lochgelly, W. Va., to and including Carlisle, W. Va. That said mines located between Lochgelly, W. Va., and Carlisle, W. Va., are duly published as

stations of The Chesapeake & Ohio Railway Company and The Chesapeake & Ohio Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said mines between Lochgelly, W. Va., and Carlisle, W. Va., to points of destination on the Chesapeake & Ohio Railway and its connections on the New River District basis. That the Chesapeake & Ohio Railway commences at Carlisle and extends over its branches to [fol. 289] Thurmond, W. Va., a junction point of the main line of the Chesapeake & Ohio Railway Company. That said The Chesapeake & Ohio Railway Company by and with the consent of The Virginian Railway Company uses said main line, terminals and terminal facilities of The Virginian Railway Company above described from and including Lochgelly, W. Va., to and including Carlisle, W. Va., or The Virginian Railway Company performs terminal or switching service for The Chesapeake & Ohio Railway Company.

That complainant is informed and therefore alleges that the maintenance expenses and taxes and interest on capital invested are prorated between The Virginian Railway Company and The Chesapeake & Ohio Railway Company on the cars handled basis from Lochgelly and other points between Lochgelly and Carlisle and The Chesapeake & Ohio Railway Company pays The Virginian Railway Company per loaded car delivered to the Chesapeake & Ohio Railway at Carlisle, the exact amount of which is unknown to complainant. That the exact facts as to terms and compensation are within the knowledge of defendant and will be proved at the hearing.

## X

That there are located on the tracks, terminals and terminal facilities of the Virginian Railway at and near Eccles, W. Va., coal mines and tipples. That the Virginian Railway owns and maintains tracks, terminals and terminal facilities at and near said Eccles, W. Va. That said Eccles and said mines are duly published as stations of The Chesapeake & Ohio Railway Company and The Chesapeake & Ohio Railway Company duly issues, publishes and files [fol. 290] with the Interstate Commerce Commission tariffs naming rates from said mines at and near Eccles, W. Va.,

to points of destination on the Chesapeake & Ohio Railway and its connections on the New River District basis. That said The Chesapeake & Ohio Railway Company by and with the consent of the Virginian Railway Company uses said main line tracks, terminals and terminal facilities of the Virginian Railway Company above described at and near Eccles, W. Va., or The Virginian Railway Company performs terminal or switching service for The Chesapeake & Ohio Railway Company.

That The Virginian Railway Company operates and maintains said main line tracks, terminals and terminal facilities at and near Eccles up to the connection with The Chesapeake & Ohio Railway Company; that complainant is informed and therefore alleges that The Chesapeake & Ohio Railway Company does not participate in the maintenance or operating expenses, but that said The Chesapeake & Ohio Railway Company pays The Virginian Railway Company \$7.00 per loaded car delivered to Chesapeake & Ohio Railway at its junction point with the Virginian Railway. That the exact facts as to terms and compensation are within the knowledge of defendant and will be proved at the hearing.

## XI

That there is located at or near Glen White, West Virginia, a coal mine and tipple owned and maintained by E. E. White Coal Company. That said coal company owns and maintains tracks from coal company tipple at or near Glen White to a point  $1\frac{3}{4}$  miles from Glen White Junction. That the Virginian Railway owns and maintains tracks [fol. 291] from said point to Glen White Junction, the junction point with the Chesapeake & Ohio Railway and handles cars for the Chesapeake & Ohio Railway between said mine of E. E. White Coal Company at or near Glen White and Glen White Junction. That Glen White, West Virginia, is duly published as a station of the Chesapeake & Ohio Railway and the Chesapeake & Ohio Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said mines located at or near Glen White, West Virginia, to points of destination on the Chesapeake & Ohio Railway and its connections on the New River District basis.

That complainant is informed and therefore alleges that the maintenance expenses, taxes and interest on capital investment are prorated between The Chesapeake & Ohio Railway Company and The Virginian Railway Company on the cars handled basis, said The Chesapeake & Ohio Railway Company paying said The Virginian Railway Company \$3.00 per car for loads delivered from said mines to the Chesapeake & Ohio Railway connection at Glen White Junction. That the exact facts as to terms and compensation are within the knowledge of defendant and will be proved at the hearing.

## XII

That there is located on the tracks, terminals and terminal facilities of The Virginian Railway Company at and near Helen, W. Va., a coal mine and tippie, known as Mine No. 5. That said The Virginian Railway Company owns and maintains the main line, terminals and terminal facilities to a joint point of the Chesapeake & Ohio Railway. That said Helen, W. Va., is duly published as a station of [fol. 292] The Chesapeake & Ohio Railway Company and said The Chesapeake & Ohio Railway Company issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said mine and said Helen, W. Va., to points of destination on the Chesapeake & Ohio Railway and its connections on the New River District basis.

That Complainant is informed and believes said The Chesapeake & Ohio Railway Company by and with the consent of The Virginian Railway Company uses the main line, terminals and terminal facilities of the Virginian Railway above described, or The Virginian Railway Company performs terminal or switching service for The Chesapeake & Ohio Railway Company. That complainant is not informed of the exact terms and compensation for said use and therefore does not set forth same herein. That the exact facts as to terms and compensations are within the knowledge of defendants and will be proved at the hearing.

## XIII

That there are many mines located in the so-called Winding Gulf Territory and other parts of the New River Dis-

trict on and served by the main line tracks, branch line tracks, side tracks, terminals and terminal facilities of The Chesapeake & Ohio Railway Company. That The Chesapeake & Ohio Railway Company accords to The Virginian Railway Company the use of said main line tracks, branch line tracks, side tracks, terminals and terminal facilities of The Chesapeake & Ohio Railway Company or the Chesapeake & Ohio Railway Company performs terminal or switching service for The Virginian Railway Company so that coal is moved from said mines located on the main [fol. 293] line tracks, branch line tracks, side tracks, terminals and terminal facilities of The Chesapeake & Ohio Railway Company to and for the transportation of coal to destinations over the Virginian Railway and its connections on the New River District basis as per tariffs duly issued and published and on file with the Interstate Commerce Commission.

#### XIV

That instances and illustrations of the matter set forth in paragraph XIII are set forth hereinafter in paragraphs XV, XVI, XVII, XVIII, XIX, XX, and XXI and allegations as to mines being published as stations and rates being published therefrom includes an allegation of shipping points at or near such mines being published as stations and rates published therefrom.

#### XV

That there are located on the tracks, terminals and terminal facilities of the Chesapeake & Ohio Railway on what is known as the Piney River and Paint Creek Railway, a branch of the Chesapeake & Ohio Railway, from and including Beckley Junction, W. Va., to and including Prosperity, W. Va., coal mines and tipples. That the Chesapeake & Ohio Railway owns and maintains tracks, terminals and terminal facilities from and including Beckley Junction, W. Va., to and including Prosperity, W. Va. That said mines located between Beckley Junction, W. Va., and Prosperity, W. Va., are duly published as stations of The Virginian Railway Company and The Virginian Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from

said mines between Beckley Junction, W. Va., and Prosperity, W. Va., to points of destination on the Virginian Railway and its connections on the New River District basis.

That said The Virginian Railway Company by and with the consent of The Chesapeake & Ohio Railway Company uses said main line, terminals and terminal facilities of The Chesapeake & Ohio Railway Company above described from and including Beckley Junction, W. Va., to and including Prosperity, W. Va., or the Chesapeake & Ohio Railway Company performs terminal or switching services for The Virginian Railway Company.

That complainant is informed and therefore alleges that The Chesapeake & Ohio Railway Company owns, operates and maintains the same and that the maintenances expenses, billing expenses, taxes and interests on capital investment are prorated between The Chesapeake & Ohio Railway Company and The Virginian Railway Company on cars handled basis. That the exact facts as to terms and compensation are within the knowledge of defendants and will be proved at the hearing.

## XVI

That there are located on the tracks, terminals and terminal facilities of the Chesapeake & Ohio Railway from and including Beckley Junction, W. Va., to and including Pemberton, W. Va., known as the Piney Branch, coal mines and tipples. That The Chesapeake & Ohio Railway Company owns and maintains the tracks, terminals and terminal facilities from and including Beckley Junction, W. Va., to and including Pemberton, W. Va., and that said mines located between Beckley Junction, W. Va., and Pemberton, W. Va., are duly published stations of The Virginian Railway Company and The Chesapeake & Ohio Railway Company and The Virginian Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said mines between Beckley Junction, W. Va., and Pemberton, W. Va., to points of destination on the Chesapeake & Ohio Railway and its connections on the New River District basis.

That said The Virginian Railway Company by and with the consent of The Chesapeake & Ohio Railway Company uses said main line, terminals and terminal facilities of The Chesapeake & Ohio Railway Company above described from and including Beckley Junction, W. Va., to and including Pemberton, W. Va., or The Chesapeake & Ohio Railway Company performs terminal or switching service for The Virginian Railway Company.

Complainant is informed and therefore alleges that The Chesapeake & Ohio Railway Company owns, operates and maintains the same; that the maintenance expenses, station expenses, salaries of agents, yardmasters, car report clerks at Raleigh, taxes and interest on capital investment are prorated between The Chesapeake & Ohio Railway Company and The Virginian Railway Company on cars handled basis; that The Virginian Railway Company pays The Chesapeake & Ohio Railway Company \$6.00 per loaded car delivered to Virginian Railway at Pemberton, W. Va.

## XVII

That there are located on the tracks, terminals and terminal facilities of the Chesapeake & Ohio Railway at and near Price Hill, W. Va., known as the Price Hill Division of the White Oak Railway, coal mines and tipples. That The Chesapeake & Ohio Railway Company owns and [fol. 296] maintains tracks, terminals and terminal facilities from and including Price Hill, W. Va., to and including Sugar Creek, W. Va. Sugar Creek is the junction point of the Chesapeake & Ohio Railway with the Kanawha, Glen Jean & Eastern Railway, and said Kanawha, Glen Jean & Eastern Railway extends westwardly to Pax, the junction point of the Kanawha, Glen Jean & Eastern Railway with the Virginian Railway. That said mines located at Price Hill, W. Va., and said Price Hill, W. Va., are duly published as stations of The Chesapeake & Ohio Railway Company and The Virginian Railway Company and The Virginian Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said mines located at and near Price Hill, W. Va., via the Chesapeake & Ohio Railway, and the Kanawha, Glen Jean & Eastern Railroad to points of

destination on the Virginian Railway and its connections on the New River District basis.

That said The Virginian Railway Company by and with the consent of The Chesapeake & Ohio Railway Company uses said main line, terminals and terminal facilities of The Chesapeake & Ohio Railway Company above described from and including Price Hill, W. Va., to and including Sugar Creek, W. Va., or The Chesapeake & Ohio Railway Company performs terminal or switching service for The Virginian Railway Company.

That complainant is informed and therefore alleges that The Chesapeake & Ohio Railway Company owns, operates and maintains said tracks, terminals and terminal facilities from and including Price Hill, W. Va., to and including Sugar Creek, W. Va.; that the maintenance expenses, taxes and interest on capital investment are prorated between [fol. 297] The Chesapeake & Ohio Railway Company and The Virginian Railway Company on cars handled basis; that The Virginian Railway Company pays The Chesapeake & Ohio Railway Company \$3.00 per car for loads delivered to the Kanawha, Glen Jean & Eastern Railway at Sugar Creek; that the exact facts as to terms and compensation are within the knowledge of defendants and will be proved at the hearing.

## XVIII

That there are located on the tracks, terminals and terminal facilities of the Chesapeake & Ohio Railway from and including White Oak Junction, W. Va., to and including Carlisle, W. Va., known as the White Oak Branch, coal mines and tipples. That The Chesapeake & Ohio Railway Company owns and maintains and operates the tracks, terminals and terminal facilities from and including White Oak Junction, W. Va., to and including Carlisle, W. Va. Taht said mines located between White Oak Junction, W. Va., and Carlisle, W. Va., are duly published as stations of The Chesapeake & Ohio Railway Company and The Virginian Railway Company and the Virginian Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said mines between White Oak Junction, W. Va., and Carlisle,

W. Va., to points of destination on the Virginian Railway and its connections on the New River District basis.

That The Virginian Railway Company by and with the consent of The Chesapeake & Ohio Railway Company uses said main line, terminals and terminal facilities of The Chesapeake & Ohio Railway Company above described from and including White Oak Junction, W. Va., to and including [fol. 298] Carlisle, W. V., or The Chesapeake & Ohio Railway Company performs terminal or switching service for The Virginian Railway Company.

That complainant is informed and therefore alleges that the maintenance and operating expenses are paid and borne by The Chesapeake & Ohio Railway Company and The Virginian Railway Company does not participate in the maintenance or operating expenses, but that The Virginian Railway Company pays The Chesapeake & Ohio Railway Company \$7.00 per loaded car delivered to the Virginian Railway connection at Carlisle, W. Va.; that the exact facts as to the terms and compensation are within the knowledge of defendants and will be proved at the hearing.

## XIX

That there are located on the tracks, terminals and terminal facilities of the Chesapeake & Ohio Railway Company, at or near Helen, West Virginia, mine and tippie known as Helen No. 3, and mine and tippie known as Helen No. 4, which mines are owned and maintained by the East Gulf Coal Company, and at which mine and tippie known as Helen No. 3 and mine and tippie known as Helen No. 4, a private side track is owned by the East Gulf Company, up to its junction with the switching spur, or terminal tracks of the Chesapeake & Ohio Railway Company, which terminal tracks connect up with the main line track of the Chesapeake & Ohio Railway, and that the Chesapeake & Ohio Railway uses said switching, spur or terminal tracks and said main tracks as part of its terminal and terminal facilities. That said Helen Mine No. 3 and Helen Mine No. 4 are duly published as stations of the Virginian Railway [fol. 299] Company, and said the Virginian Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said

mines from said Helen, W. Va., to points of destination on the Virginian Railway and its connections, on the New River District Basis.

That said Virginian Railway Company, by and with the consent of the Chesapeake & Ohio Railway Company uses the main line, terminals and terminal facilities of the Chesapeake & Ohio Railway Company above described. That both the Virginian Railway Company and the Chesapeake & Ohio Railway Company supply empties over these tracks to Helen Mine No. 3 and Helen Mine No. 4, the engines of both railways passing over these tracks to supply empties and take away loads. That the Virginian Railway in supplying empties and taking away loads, uses a portion of the main line, turnout or spur switches, and terminal tracks and facilities of the Chesapeake & Ohio Railway to arrive at said private side tracks of said Helen Mine No. 3 and said Helen Mine No. 4.

That complainant is not informed as to the exact terms and compensation for such use, and therefore does not set same forth herein.

That such facts as to terms and compensation are within the knowledge of the defendants and will be proved at the hearing.

## XX

That the Chesapeake & Ohio Railway Company maintains main line, tracks and terminal facilities at Tams, West Virginia, for the receipt and forwarding of freight which are commonly known as merchandise tracks. Said merchandise tracks are a part of the terminal facilities of the [fol. 300] Chesapeake & Ohio Railway Company. That the Virginian Railway Company by and with the consent of the Chesapeake & Ohio Railway Company uses said so-called merchandise track as its terminal, and Tams, West Virginia, is published as a station of the Virginian Railway Company by tariffs duly on file with the Interstate Commerce Commission.

Complainant is not informed as to the exact terms and compensation for such use and therefore does not state same herein. The exact terms and compensation are within the knowledge of the defendants and will be proved at the hearing.

## XXI

That there are many mines located in the so-called Winding Gulf Territory on what is known as the Stone Coal Branch, extending from Stone Coal Junction to Lillybrook and Princewick, W. Va. That said Stone Coal Branch is owned jointly by The Chesapeake & Ohio Railway Company and The Virginian Railway Company. That The Virginian Railway Company operates and maintains said Stone Coal Branch. Complainant is informed and therefore alleges that the maintenance expenses, station expenses, taxes and interest on capital investment are prorated between The Chesapeake & Ohio Railway Company and The Virginian Railway Company on the cars handled basis; that The Chesapeake & Ohio Railway Company pays The Virginian Railway Company \$6.00 per car for loads delivered to Chesapeake & Ohio Railway connection at Stone Coal Junction; that the exact facts as to terms and compensation are within the knowledge of defendants and will be proved at the hearing.

[fol. 301]

## XXII

That said Hot Coal Mine is located on a side track of the Winding Gulf Branch of the Virginian Railway as appears by Appendix "E" hereto attached and made part hereof. That said side track connects with the Virginian Railway. That a branch of the Chesapeake & Ohio Railway runs practically parallel with the Virginian Railway.

To build a separate side track from the Chesapeake & Ohio Railway to the tipple of the Hot Coal Mine is impracticable, and undesirable in that it would necessitate the expenditure of at least \$80,000.00 to reach such side track with the necessary tipple, storage bins, screening equipment, etc. That it is an easy and simple matter as shown by said Appendix "E" to connect up the Chesapeake & Ohio Railway with the said present side track now serving said Hot Coal Mine as shown on Appendix "E" hereto attached and made part hereof and would be inexpensive.

## XXIII

That paragraph (9) of Section 1 of the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920 provides as follows:

"(9) Any common carrier subject to the provisions of this Act, upon application of any lateral branch line of railroad, or of any shipper tendering interstate traffic for transportation, shall construct, maintain, and operate upon reasonable terms a switch connection with any such lateral, branch line of railroad, or private side track which may be constructed to connect with its railroad, where such connection is reasonably practicable and can be put in with safety and will furnish sufficient business to justify the construction and maintenance of the same; and shall furnish cars for the movement of such traffic to the best of its ability without discrimination in favor of or against any such shipper. If any common carrier shall fail to install and operate any such switch or connection as aforesaid, on application therefor in writing by any shipper or owner of such lateral, branch line of railroad may make complaint to the Commission, as provided in section thirteen of this Act, and the Commission shall hear and investigate the same and shall determine as to the safety and practicability thereof and justification and reasonable compensation therefor, and the Commission may make an order, as provided in section fifteen of this Act, directing the common carrier to comply with the provisions of this section in accordance with such order, and such order shall be enforced as hereinafter provided for the enforcement of all other orders by the Commission, other than orders for the payment of money."

That complainant has tendered and hereby tenders coal for interstate transportation and desires to make a switch connection with the Chesapeake & Ohio Railway over said side track as provided for in said paragraph (9) of Section 1 of the Act to Regulate Commerce as amended and supplemented by the Transportation Act of 1920 and has made a written application therefor; that such connection is reasonably practicable and can be put in with safety and will furnish sufficient business to justify the construction and

maintenance of the same and complainant is ready and willing to comply with any and all orders which may be made by the Interstate Commerce Commission in respect thereto.

[fol. 303]

#### XXIV

That paragraph (4) of Section 3 of the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920 provides as follows:

"(4) If the Commission finds it to be in the public interest and to be practicable, without substantially impairing the ability of a carrier owing or entitled to the enjoyment of terminal facilities to handle its own business, it shall have power to require the use of any such terminal facilities, including main-line track or tracks for a reasonable distance outside of such terminal, of any carrier, by another carrier or other carriers, on such terms and for such compensation as the carriers affected may agree upon, or, in the event of a failure to agree, as the Commission may fix as just and reasonable for the use so required, to be ascertained on the principle controlling compensation in condemnation proceedings. Such compensation shall be paid or adequately secured before the enjoyment of the use may be commenced. If under this paragraph the use of such terminal facilities of any carrier is required to be given to another carrier or other carriers, and the carrier whose terminal facilities are required to be so used is not satisfied with the terms fixed for such use, or if the amount of compensation so fixed is not duly and promptly paid, the carrier whose terminal facilities have thus been required to be given to another carrier or other carriers shall be entitled to recover, by suit or action against such other carrier or carriers, proper damages for any injuries sustained by it as the result of compliance with such requirement, or just compensation for such use, or both, as the case may be."

[fol. 304] Complainant further alleges that it is in the public interest and practicable and will not substantially impair the ability of The Virginian Railway Company to handle its own business to allow to be used said side tracks serving said Hot Coal Mine, and that complainant is entitled to have said connection made with The Chesapeake

& Ohio Railway Company under the provisions of said paragraph (4) of Section 3 of the Act to Regulate Commerce as amended and supplemented by the Transportation Act of 1920; and that this Commission shall fix the terms thereof and compensation therefor.

## XXV

Paragraph 3 of Section 1 of the Interstate Commerce Act, as amended and supplemented by the Transportation Act of 1920, provides as follows:

“The term ‘railroad’ as used in this Act shall include all bridges, car floats, lighters, and ferries used by or operated in connection with any railroad, and also all the road in use by any common carrier operating a railroad, whether owned or operated under a contract, agreement, or lease, and also all switches, spurs, tracks, terminals, and terminal facilities of every kind used or necessary in the transportation of the persons or property designated herein, including all freight depots, yards, and grounds, used or necessary in the transportation or delivery of any such property. The term ‘transportation’ as used in this Act shall include locomotives, cars, and other vehicles, vessels, and all instrumentalities and facilities of shipment or carriage, irrespective of ownership or of any contract, express or implied, for the use thereof, and all services in connection with the receipt, [fol. 305] delivery, elevation, and transfer in transit, ventilation, refrigeration or icing, storage and handling of property transported.”

Paragraph 4 of Section 1 of the Interstate Commerce Act, as amended and Supplemented by the Transportation Act of 1920, provides as follows:

“(4) It shall be the duty of every common carrier subject to this Act engaged in the transportation of passengers or property to provide and furnish such transportation upon reasonable request therefor.”

That paragraph 6 of said Section 1 requires defendant carriers to establish, observe and enforce just and reasonable regulations and practices affecting the facilities for transportation to secure the prompt transportation of coal.

That complainant has requested defendant carriers to furnish said transportation, and that defendant carriers have failed to furnish such transportation and defendant carriers have failed to establish, observe and enforce such regulations and practices.

## XXVI

That paragraph 1 of Section 3 of the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920 provides as follows:

"Sec. 3. (1) That it shall be unlawful for any common carrier subject to the provisions of this Act to make or give any undue or unreasonable preference or advantage to any particular person, company, firm, corporation, or locality, or any particular description of traffic, in any respect [fol. 306] whatsoever, or to subject any particular person, company, firm, corporation, or locality, or any particular description of traffic, to any undue or unreasonable prejudice or disadvantage in any respect whatsoever."

## XXVII

That defendants, The Virginian Railway Company and The Chesapeake & Ohio Railway Company, and each of them permit the use of the main lines terminals and terminal facilities of each of their lines to the other line under conditions substantially similar to the Hot Coal Mine and for the same species of traffic, namely, coal, and to the localities wherein said mines are located, and that the failure and refusal of defendants, The Chesapeake & Ohio Railway Company and The Virginian Railway Company, and each of them to allow the connection to be made between the branch of the Chesapeake & Ohio Railway and the said side track of the Winding Gulf Branch of The Virginian Railway Company for the joint service over said side track or for terminal or switching service over said track by The Virginian Railway Company for which just compensation be made to said The Virginian Railway Company for the placing of empty cars at said Hot Coal Mine and for the loading of the coal and the transportation of said cars loaded with coal over said side track of the Winding Gulf

Branch of the Virginian Railway by means of a track connection with The Chesapeake & Ohio Railway Company thereby subjects the Gulf Coal Company and said Hot Coal Mine and the locality of said Hot Coal Mine and the particular description of traffic, namely, coal, to undue and unreasonable prejudice and disadvantage and gives undue and un-[fol. 307] reasonable preference and advantage to operators of coal mines located on the various lines and branches, tracks, terminals and terminal facilities of The Virginian Railway Company and The Chesapeake & Ohio Railway Company and the locations thereof and to like species of traffic, to wit, coal, to undue and unreasonable preference and advantage, all in violation of paragraph 1 of Section 3 of the Act to Regulate Commerce.

## XXVIII

That paragraph (3) of Section 3 of the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920 provides as follows:

“(3) All carriers, engaged in the transportation of passengers or property, subject to the provisions of this Act, shall, according to their respective powers, afford all reasonable, proper, and equal facilities for the interchange of traffic between their respective lines, and for the receiving, forwarding, and delivering of passengers or property to and from their several lines and those connecting therewith, and shall not discriminate in their rates, fares and charges between such connecting lines, or unduly prejudice any such connecting line in the distribution of traffic that is not specifically routed by the shipper.”

## XXIX

That defendants, The Virginian Railway Company and The Chesapeake & Ohio Railway Company, and each of them fail to afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines as to the coal traffic of the Hot Coal Mine in violation of paragraph (3) of Section 3 of the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920.

## XXX

That the Chesapeake & Ohio Railway Company issues and publishes and files with the Interstate Commerce Commission numerous tariffs publishing joint through rates for coal operations on the Chesapeake & Ohio Railway on the district basis from the main line of the Chesapeake & Ohio Railway and from the branches, and branches of branches and sub-branches of branches of branches on the Chesapeake & Ohio Railway and on the Virginian Railway, and from the Sewell Valley Railroad to various points of destination, a list of which tariffs is set forth in Appendix "B" to this complaint, which tariffs set forth in said Appendix "B" are by reference made part and parcel of this complaint.

## XXXI

That The Virginian Railway Company issues, publishes and filed with the Interstate Commerce Commission numerous tariffs publishing joint through rates from coal operations on the Virginian Railway on the district basis from the main line of the Virginian Railway and branches of the Virginian Railway and from the Chesapeake & Ohio Railway to various points of destination, a list of which tariffs is set forth in Appendix "C" to this brief, which tariffs set forth in Appendix "C" are made part and parcel of this complaint by reference.

## XXXII

That paragraph 4 of Section 1 of the Act to Regulate Commerce, as amended and supplemented, particularly as [fol. 309] amended and supplemented by the Transportation Act of 1920, makes it the duty of the defendant carriers to establish through routes and just and reasonable rates and charges applicable thereto, and to provide reasonable facilities for operating such through routes and to make reasonable rules and regulations with respect to the operation of such through routes; that paragraph 5 of Section 1 of the Interstate Commerce Act, as amended and supplemented, particularly as amended and supplemented by the Transportation Act of 1920, provides that all charges made for any service rendered, or to be rendered, in the

transportation of property shall be just and reasonable; that every unjust and unreasonable charge for such services, or any part thereof, is prohibited and declared to be unlawful.

### XXXIII

That paragraph 3 of Section 15 of the Interstate Commerce Act, as amended and supplemented, particularly as amended and supplemented by the Transportation Act of 1920, provides that the Commission may and that it shall whenever deemed by it to be necessary or desirable in the public interest, after full hearing upon complaint, or upon its own initiative without complaint, establish through routes and joint rates applicable to the transportation of property.

### XXXIV

That paragraph 1 of Section 15 of the Interstate Commerce Act, as amended and supplemented, particularly as amended and supplemented by the Transportation Act of 1920, provides that whenever the Commission, after full [fol. 310] hearing upon complaint or after full hearing by the Commission on its own initiative, shall be of the opinion that any joint rate or charge whatsoever demanded, charged, or collected by any common carrier or carriers subject to the Act is or will be unjust or unreasonable, it shall condemn the same and determine what will be the just and reasonable joint rate or charge or joint rate, rates or charges to be observed, and order the carrier or carriers to cease and desist from charging such unjust and unreasonable rates, and not thereafter to publish, demand or collect any unlawful rate or charge for such transportation, or any rate other than the rate and charge prescribed.

### XXXV

That it is necessary and desirable in the public interest that defendant carriers should issue, publish and file with the Interstate Commerce Commission joint through rates from said coal operation of the complainant located on the line of railroad of the defendant, The Virginian Railway Company on the New River District basis, and that com-

plainant has requested defendants to establish such joint through rates on the New River District basis to points of destination on the Virginian Railway and its connections and on the Chesapeake & Ohio Railway and its connections, and that defendants have failed and neglected so to do.

## XXXVI

That in the same territory (to wit, the New River District), the Virginian Railway Company issues joint through rates over the main line and branches of the Virginian Railway Company, and an independent branch of the Vir-  
[fol. 311] ginian Railway Company, to wit, the Kanawha, Glen Jean & Eastern Railway on the New River district basis, and reference is made to said tariffs in Appendix "C" hereto attached and by reference made part and parcel of this complaint.

## XXXVII

Note 3 on page 35 of the Chesapeake & Ohio Railway Company's tariff I. C. C. No. 8665, effective May 2, 1921, being the current issue, reads as follows:

"Note 3. Rates from Stations on the Carolina, Clinchfield and Ohio Railway.—The rates applicable from Group 1 (New River District) will also apply from the following stations on the Carolina, Clinchfield & Ohio Railway, viz.: Dante, Va.; Clinchfield Yards, Va.; Hanging Rock, Va.; Clinchfield, Va.; Hamlin, Va.; Lednam, Va.; St. Paul, Va. And the rates applicable from Group 5 (Big Sandy District), will also apply from the following station on the Carolina, Clinchfield & Ohio Railway, viz.: Elkhorn City, Ky."

That St. Paul, Va. (as a representative point), is located on the Carolina, Clinchfield & Ohio Railroad 322 miles from Cincinnati, Ohio (a representative destination and gateway to points beyond), via Elkhorn City, Ky., at which latter mentioned point the Chesapeake and Ohio Railway connects with the Carolina, Clinchfield and Ohio Railroad. That Hot Coal, W. Va., is located on the Virginian Railroad, 320 miles from Cincinnati, Ohio, via Deep-

[fol. 312] water, W. Va., at which latter mentioned point the Chesapeake and Ohio Railway connects with the Virginian Railroad.

That defendants the Chesapeake & Ohio Railway Company and its connections have established joint through rates on bituminous coal from St. Paul, Va., in connection with the Carolina, Clinchfield & Ohio Railroad to points of destination enumerated in said Chesapeake & Ohio Railway Company's Tariff, I. C. C. No. 8665, on basis of the Chesapeake & Ohio Railway Company's New River District rate; that defendants the Chesapeake & Ohio Railway Company, and its connections, failed, refused and neglected to establish joint through rates on the New River District Basis from Hot Coal, W. Va., on the Virginian Railroad, on bituminous coal to the points of destination shown in said Chesapeake & Ohio Railway Company's Tariff, I. C. C. No. 8665; that defendants, the Chesapeake & Ohio Railway Company, and its connections, by establishing joint through rates on the New River District basis from St. Paul, W. Va., on the Carolina, Clinchfield & Ohio Railroad on bituminous coal to points of destination in said Chesapeake & Ohio Railway Company's Tariff, I. C. C. No. 8665, and by failing, refusing and neglecting to establish joint through rates on the New River District basis from Hot Coal, W. Va., on the Virginian Railroad, to the same points of destination enumerated in said tariff, as to which they have established New River District basis of rates from St. Paul, Va., on the Carolina, Clinchfield & Ohio Railway, give an undue and unreasonable preference and advantage to the coal operators located at St. Paul, Va., and the locality of St. Paul, Va., and subject the complainant [fol. 313] located at Hot Coal, W. Va., and the locality of Hot Coal, W. Va., to unreasonable prejudice and disadvantage, in violation of Paragraph 1 of Section 3 of the Act to Regulate Commerce, as amended and supplemented.

### XXXVIII

That complainant is entitled to have established joint through rates from said Hot Coal Mine on said side track of The Virginian Railway Company via The Virginian Rail-

way Company to Deepwater, W. Va., a junction point with the Chesapeake & Ohio Railway to points of destination on the Chesapeake & Ohio Railway and its connections on the New River district basis.

### XXXIX

That complainant is entitled to have established joint through rates on the New River District basis from said Hot Coal Mine on said side track of The Virginian Railway Company via said side track connection with the Chesapeake & Ohio Railway and over the Chesapeake & Ohio Railway eastbound to points of destination on The Chesapeake & Ohio Railway Company not reached by The Virginian Railway Company and its connections and to points to which The Virginian Railway Company publishes no joint through rates.

### XL

That by reason of the facts aforesaid defendant carriers have been guilty of violations of the various provisions of the Act to Regulate Commerce as amended and supplemented, particularly as amended and supplemented by the [fol. 314] Transportation Act of 1920, and have been particularly guilty of violation of paragraphs 3, 4, 5, 6, 9 and 11 of Section 1 thereof and paragraphs 1, 3, and 4 of Section 3 thereof, paragraph 13 of Section 6 thereof, and paragraphs 1, 3 and 4 of Section 15 thereof.

### XLI

Wherefore, Complainant prays that defendant carriers may be required to answer the charges herein; that after due hearing and investigation an order may be made commanding defendant carriers, and each of them, to cease and desist from the aforesaid violations of said Interstate Commerce Act and all acts amendatory thereof and supplementary thereto, and particularly the Transportation Act of 1920, and to require defendants to furnish complainant transportation and to establish, maintain in force, just and reasonable regulations and practices in reference thereto, and to establish switching connections and track connec-

tions and the use of tracks, terminals and terminal facilities and to perform switching or terminal service thereover and to interchange traffic and furnish facilities for the interchange of traffic, and establish and put in force and apply in the future on the transportation of coal between the origin and destination points named herein, joint through rates on the New River District basis, and order the defendant carriers to desist from subjecting complainant, and complainant's mine, and the locality of complainant's mine, and the complainant's traffic in coal, to undue and unreasonable prejudice and disadvantage, and from giving to competitors of complainant in the New River District, undue and unreasonable preference and advantage, and to prescribe and put in force and effect just and reasonable rules, [fol. 315] regulations and practices, and just and reasonable and non-discriminatory rates, and that such further order or orders be made as the Commission may consider proper in the premises.

Dated at Washington, D. C., May 15, 1922.

Gulf Coal Company, by W. P. Tams, Jr., Vice-President.

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[fol. 316] APPENDIX "A" TO BILL OF COMPLAINT

Defendant Carriers by Reference Made Parties Defendant  
to this Complaint

The Virginian Railway Company,  
The Chesapeake & Ohio Railway Company,  
Chesapeake Steamship Company,  
Chesapeake Western Railway,  
Ann Arbor Railroad Company,  
The Atchison, Topeka & Santa Fe Railway Company,  
Baltimore & Ohio Chicago Terminal Railroad Company,  
The Baltimore & Ohio Railroad Company,  
Boyne City, Gaylor & Alpena Railroad Company,  
Carolina, Clinchfield & Ohio Railway,  
Central Indiana Railway Company,  
The Chicago & Alton Railroad Company,  
Chicago, Burlington & Quincy Railroad Company,

Chicago & Eastern Illinois Railroad Company, and William J. Jackson, Receiver,  
 Chicago & Erie Railroad Company,  
 Chicago Great Western Railroad Company,  
 Chicago, Indianapolis & Louisville Railway Company,  
 Chicago, Kalamazoo & Saginaw Railway Company,  
 Chicago, Milwaukee & Gary Railway Company,  
 Chicago, Milwaukee & St. Paul Railway Company,  
 Chicago & Northwestern Railway Company,  
 Chicago, Peoria & St. Louis Railroad Company, and Buford Wilson and Wm. Cotter, Receivers,  
 The Chicago, Rock Island & Pacific Railway Company,  
 Chicago & Eastern Illinois Railway Company,  
 [fol. 317] Cincinnati, Georgetown & Portsmouth Railroad,  
 The Cincinnati, Indianapolis & Western Railroad Company,  
 The Cincinnati, Lebanon & Northern Railway Company,  
 The Cleveland, Cincinnati, Chicago & St. Louis Railway Company,  
 The Dayton & Union Railroad Company,  
 The Dayton, Toledo and Chicago Railway Company, and W. H. Ogborn, Receiver,  
 The Dayton & Huron Railway Company,  
 Detroit & Mackinac Railway Company,  
 Detroit, Toledo & Ironton Railroad Company,  
 Detroit and Toledo Shore Line Railroad Company,  
 The East Jordan and Southern Railroad Company,  
 Elgin, Joliet & Eastern Railway Company,  
 Erie Railroad Company,  
 Erie & Michigan Railway and Navigation Company,  
 Felicity & Bethel Railroad Company,  
 Fort Wayne, Cincinnati & Louisville Railroad Company,  
 Grand Rapids & Indiana Railway Company,  
 Grand Trunk Western Railway Company,  
 The Home Avenue Railroad Company,  
 The Hocking Valley Railway Company,  
 Illinois Central Railroad Company,  
 Illinois Terminal Railroad Company,  
 Indiana Harbor Belt Railroad Company,  
 Kalamazoo, Lake Shore & Chicago Railway Company,  
 The Kanawha & Michigan Railway Company,  
 Kentucky & Indiana Terminal Railroad Company,

The Lake Erie & Western Railroad Company,  
 The Lorain, Ashland & Southern Railroad Company,  
 The Lorain & West Virginia Railway Company,  
 Louisville, Henderson & St. Louis Railway Company,  
 [fol. 318] Louisville & Nashville Railroad Company,  
 Manistee & Northeastern Railroad, and The Michigan  
 Trust Company, Receiver,  
 Michigan Railroad Company,  
 The Michigan Central Railroad Company,  
 The Minneapolis & St. Louis Railroad Company,  
 New Jersey, Indiana & Illinois Railroad Company,  
 The New York Central Railroad Company,  
 The New York, Chicago & St. Louis Railroad Company,  
 Norfolk & Western Railway Company,  
 The Northern Ohio Railway Company,  
 The Ohio Electric Railway Company, and B. J. Jones, Re-  
 ceiver,  
 The Pennsylvania Railroad Company, Western Lines,  
 The Pennsylvania Railroad Company,  
 Peoria & Pekin Union Railway Company,  
 Pere Marquette Railway Company,  
 The Pittsburgh, Cincinnati, Chicago & St. Louis Railroad  
 Company,  
 The Pittsburgh & Lake Erie Railroad Company,  
 Pontiac, Oxford & Northern Railroad Company,  
 Rapid City, Black Hills and Western Railroad Company,  
 The Rapid Railway Company,  
 Rapid Railroad Company,  
 St. Louis and Hannibal Railroad Company,  
 St. Louis Merchants Bridge Terminal Railway Company,  
 St. Louis Transfer Railway Company,  
 Southern Railway Company,  
 Terminal Railroad Association of St. Louis,  
 The Toledo & Ohio Central Railway Company,  
 Toledo, Peoria & Western Railway Company, and S. M.  
 Russell, Receiver,  
 [fol. 319] Toledo, St. Louis & Western Railroad Company,  
 and W. L. Ross, Receiver,  
 The Toledo & Western Railroad Company, and I. Frank  
 Johnson and Harry A. Dunn, Receivers,  
 Wabash Railway Company,  
 The Wabash, Chester & Western Railroad Company,

The Wheeling & Lake Erie Railway Company,  
Wiggins Ferry Company, and  
The Zanesville & Western Railway Company.

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# APPENDIX "B" TO BILL OF COMPLAINT

## Tariffs by Reference Made Part and Parcel of This Complaint

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8665.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8677.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8760.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8807.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8716.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8715.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8464.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8644.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8466.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8467.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8468.

[fol. 320] Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 9038.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 9045.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8847.

All publications and re-publications and supplements thereto heretofore and hereafter issued, published and filed.

Reference is made to any and all tariffs, publication of tariffs, re-publications of tariffs and supplements to tariffs

embodying the advances provided for in Ex Parte 74; also, any and all tariffs, publications of tariffs, re-publications of tariffs and supplements to tariffs, issued, published and filed subsequent thereto.

Reference is also made to the Chesapeake & Ohio Railway Company's circular No. 4-B, naming list of coal and coke stations on The Chesapeake & Ohio Railway to be used in connection with tariffs which bear specific reference thereto, same being The Chesapeake & Ohio Railway Company, I. C. C. 8385, issued April 2, 1920, effective May 7, 1920.

Reference is also made to The Chesapeake & Ohio Railway Company's circular No. 1-C, official station list and distance table publishing mileages to be used in computing freight rates to and from stations on The Chesapeake & Ohio Railway, being The Chesapeake & Ohio Railway Company I. C. C. 8980, effective, October 12, 1921.

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[fol. 321] APPENDIX "C" TO BILL OF COMPLAINT

Tariffs of the Virginian Railway Company, by Reference Made Part and Parcel of This Complaint

The Virginian Railway Company Freight Tariff I. C. C. No. 1480, September 1, 1921.

The Virginian Railway Company Freight Tariff I. C. C. 1380, issued August 19, 1920, effective August 26, 1920.

The Virginian Railway Company Freight Tariff I. C. C. 1396, issued October 5, 1920, effective December 1, 1920.

The Virginian Railway Company Freight Tariff I. C. C. 1427, issued January 13, 1921, effective February 18, 1921.

All publications and re-publications and supplements thereto heretofore and hereafter issued, published and filed.

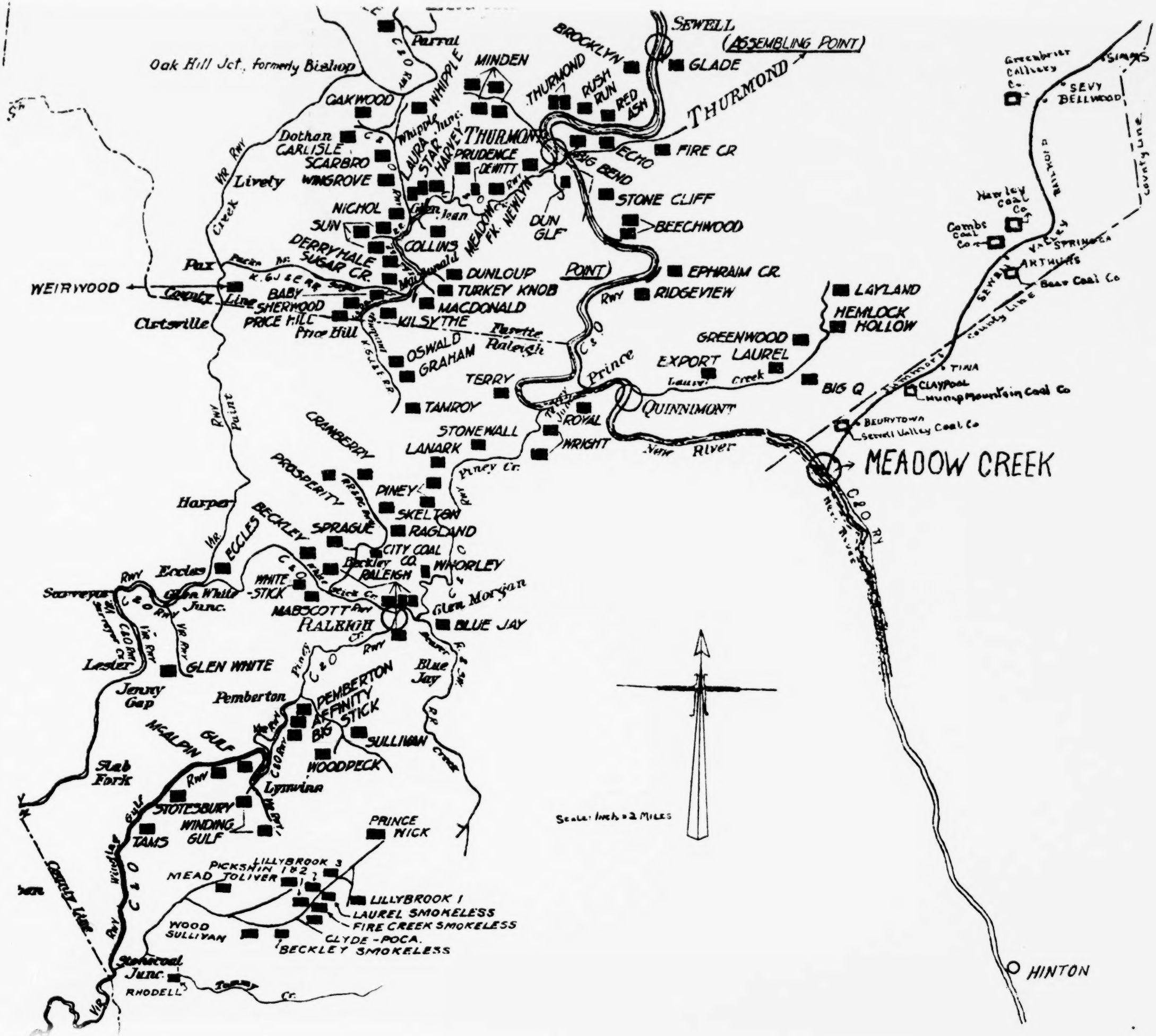
Reference is made to any and all tariff publications, re-publications to tariffs and supplements to tariffs embodying the advance provided for in Ex Parte 74; also any and all tariffs, publications or tariffs, re-publications of tariffs and supplements to tariffs, issued, published and filed subsequent thereto.

Reference is also made to Virginian Railway Company local freight distance table, publishing distances between

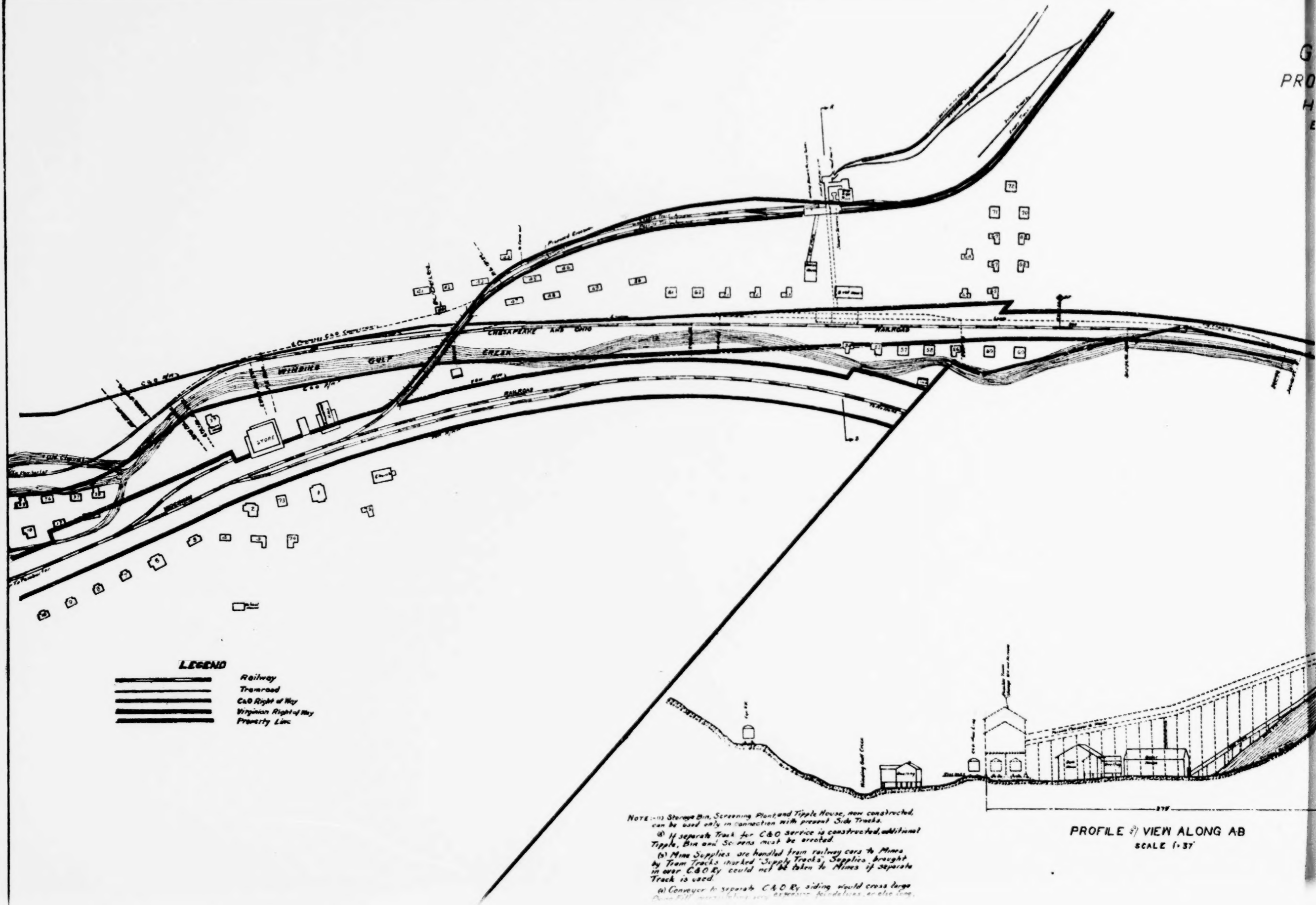
# APPENDIX "D"

322





G  
PRO  
H  
E



**LEGEND**

—————	Railway
—————	Tramroad
—————	C&O Right of Way
—————	Virginian Right of Way
—————	Property Line

NOTE: (1) Storage Bin, Screening Plant and Tipple House, now constructed, can be used only in connection with present Side Tracks.  
 (2) If separate Track for C&O service is constructed, additional Tipple, Bin and Screens must be erected.  
 (3) Mine Supplies are handled from railway cars to Mines by Tram Tracks marked "Supply Tracks". Supplies brought in over C&O Ry could not be taken to Mines if separate Track is used.  
 (4) Conveyor to separate C&O Ry siding would cross large Dam Hill, necessitating very expensive foundations, or else long.

PROFILE 2/ VIEW ALONG AB  
 SCALE 1:37

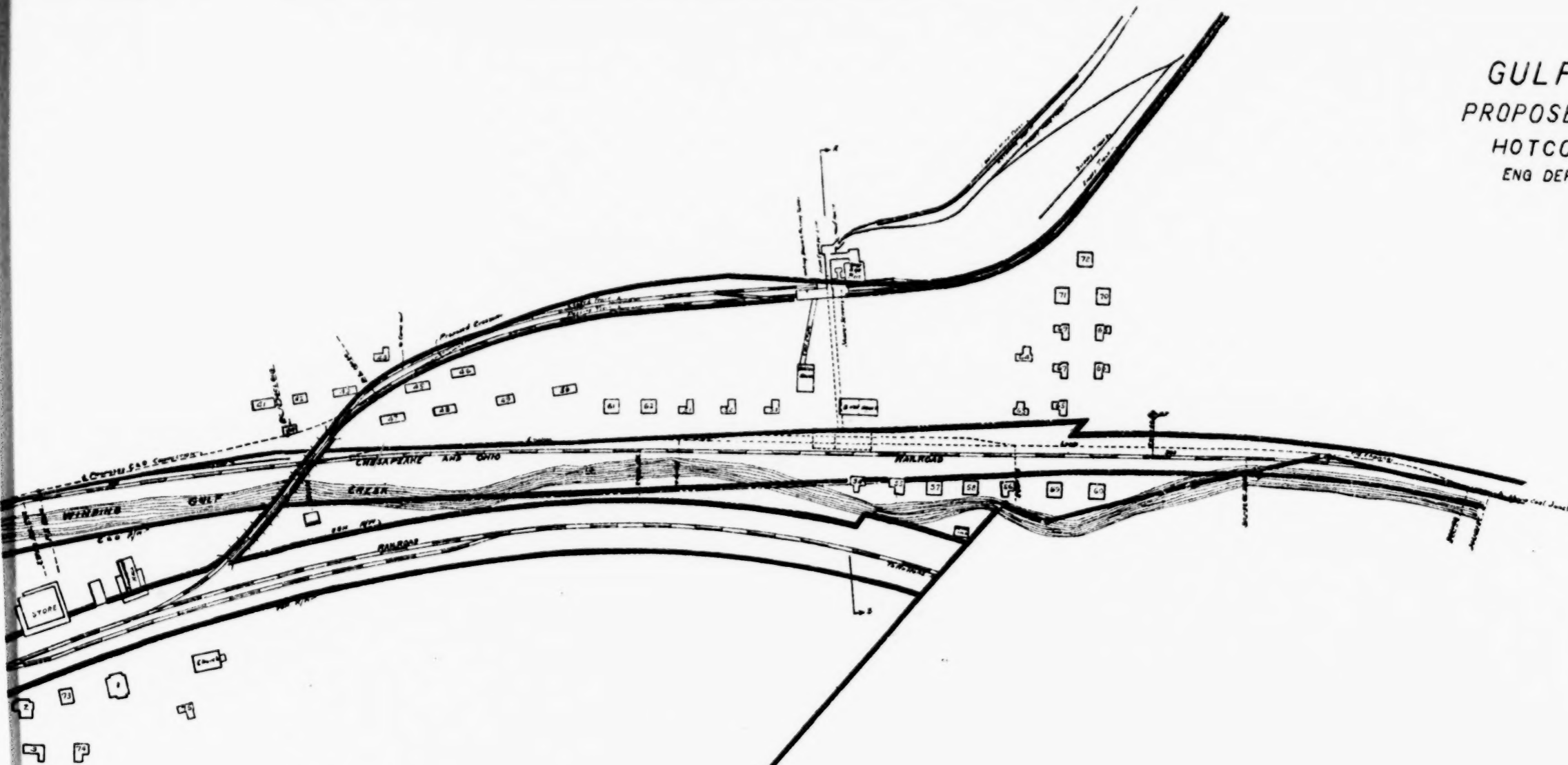
# GULF COAL COMPANY PROPOSED C & O R.R. CONNECTION

HOTCOAL WEST VIRGINIA

ENG DEPT TAMS, WVA, APRIL 1922

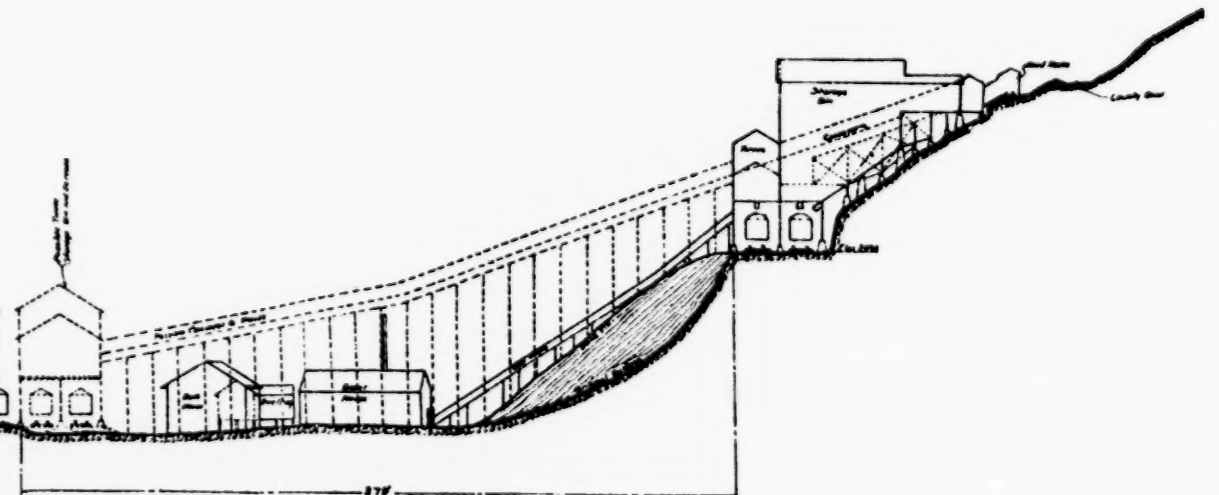
SCALE 1"=122'

APPENDIX 'E'



oilway  
unroad  
Right of Way  
Right of Way  
Right of Way  
Right of Way

NOTE: (1) Storage Bin, Screening Plant and Tipple House, now constructed, can be used only in connection with present Side Tracks.  
(2) If separate Track for C & O service is constructed, additional Tipple, Bin and Screens must be erected.  
(3) Mine Supplies are handled from railway cars to Mines by Tram Tracks marked "Supply Tracks". Supplies brought in over C & O Ry could not be taken to Mines if separate Track is used.  
(4) Connection to separate C & O Ry siding would cross large



PROFILE  $\nabla$  VIEW ALONG AB  
SCALE 1"=37'

the Virginian Railway stations to be used in computing freight rates, I. C. C. 1374, issued effective July 26, 1920.

(Here follow Appendices D and E, side folio pages 322 and 323)

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[fol. 324] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT DETROIT AND MACKINAC RAILWAY COMPANY—Filed May 31, 1922

Now comes the Detroit and Mackinac Railway Company, one of the defendants named in the above entitled cause, and answering the complaint therein says, it will concur in the defense thereto made by its direct connections, the Grand Trunk Ry., Michigan Central R. R. and Pere Marquette Ry., and be governed by the result and abide by the decision rendered therein by the Interstate Commerce Commission, reserving the right to make appearance and offer testimony as evidence therein.

Dated May 29th, 1922.

Detroit and Mackinac Railway Company, by G. L. Wakeman, Traffic Manager, East Tawas, Mich. Henry & Henry, Attorneys for defendant. Business Address: Alpena, Michigan. Francis B. James, Counsellor-at-Law. E. E. Williamson, Rate & Transp. Specialist. Ewing H. Scott, Commerce Counsel, 803 Westory Bldg., Washington, D. C.

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[fol. 325] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY—Filed June 6, 1922

# I

As to the allegations contained in Paragraph I of said complaint, this company has not sufficient knowledge upon which to base a belief.

## II

The defendant admits the allegations contained in Paragraph (II) of said complaint.

This defendant admits the allegations contained in the remaining paragraphs of this complaint only in so far as same relates to the lawful tariff provisions and matters of record on file with the Interstate Commerce Commission; otherwise the same are specifically denied.

Having fully answered, this defendant prays that the complaint be hence dismissed.

Yours truly, — — —, General Freight Agent.  
Chicago, Illinois, June 1st, 1922. Francis B.  
James, Counsellor-at-law, Commerce Counsel &  
Practical Economist. E. E. Williamson, Rate &  
Transportation Specialist. Ewing H. Scott, C. C.,  
803 Westory Building, Washington, D. C.

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[fol. 326] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF CHICAGO, PEORIA & ST. LOUIS RAILROAD COMPANY  
AND BLUFORD WILSON AND WILLIAM COTTER, ITS RE-  
CEIVERS—Filed June 3, 1922

Now come Chicago, Peoria and St. Louis Railroad Company and Bluford Wilson and William Cotter, its Receivers, Respondents, and for answer unto the complaint filed in the above entitled matter, deny each and every allegation contained therein; and further answering deny that Complainant is entitled to the relief or any part thereof prayed therein against these Respondents; and these Respondents having fully answered, pray to be hence dismissed with their reasonable costs in this behalf most wrongfully sustained.

Chicago, Peoria & St. Louis Railway Company.  
Bluford Wilson and William Cotter, Receivers,  
by — — —, General Counsel.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

[fol. 327] JOINT ANSWER OF THE PENNSYLVANIA RAILROAD COMPANY, PENNSYLVANIA RAILROAD COMPANY, WESTERN LINES, THE GRAND RAPIDS & INDIANA RAILWAY COMPANY, THE PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS RAILROAD COMPANY, THE LORAIN, ASHLAND & SOUTHERN RAILROAD COMPANY AND THE CINCINNATI, LABANON & NORTHERN RAILWAY COMPANY—Filed June 2, 1922

For their joint answer to the complaint filed in the above entitled proceeding, these respondents respectfully state and show:

That their lines of railroad do not connect with the complainant's plant and they are, therefore, without sufficient information to either admit or deny the various allegations made in the complaint and pray that so far as they are concerned this complaint be dismissed.

Respondents above named, by J. C. V.—Agent, in Their Behalf. James Stillwell, of Counsel, 925 Pennsylvania Station, Pittsburgh, Penna.

May 31, 1922.

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## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE PERE MARQUETTE RAILWAY COMPANY—Filed June 8, 1922

1. The allegations of the first paragraph of the petition relate to matters peculiarly within the knowledge of the [fol. 328] complainant, and this defendant neither admits nor denies the same but leave the complainant to its proof thereof.

2. It admits the allegations of the second paragraph of the petition.

3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22. It neither admits nor denies the allegations of the paragraphs of the petition numbered three to twenty-two inclusive, but leaves the complainant to its proof thereof.

23-24-25-26. The Commission will take judicial notice of the provisions of the Act to Regulate Commerce referred to in paragraphs twenty-three, twenty-four, twenty-five, and twenty-six of the petition. This defendant neither admits nor denies the other allegations of the said paragraphs of the petition, but leaves complainant to its proof thereof.

27. In neither admits nor denies the allegations of the twenty-seventh paragraph of the petition but leaves the complainant to its proof thereof.

28. The Commission will take judicial notice of the provision of the Interstate Commerce Act referred to in the twenty-eighth paragraph of the petition.

29. It denies the allegations of the twenty-ninth paragraph of the petition.

30-31. It neither admits nor denies the allegations of the thirtieth and thirty-first paragraphs of the petition but leaves the complainant to its proof thereof and begs leave to refer to the tariffs now on file with the Commission.

32-33-34-35-36. It neither admits nor denies the allegations of the thirty-second, thirty-third, thirty-fourth, thirty-fifth and thirty-sixth paragraphs of the petition, but leaves the complainant to its proofs thereof.

37. It neither admits nor denies the allegations of the thirty-seventh paragraph of the petition, but leaves the complainant to its proof thereof and begs leave to refer to the tariffs now on file with the Commission.

38-39-40-41. It denies the allegations of the thirty-eighth, thirty-ninth, fortieth and forty-first paragraphs of the petition.

[fol. 329] This defendant denies that the complainants are entitled to the relief prayed for or to any relief whatever in the premises and prays that the complaint be dismissed.

Pere Marquette Railway Company, by John C. Bills, by Wm. R. Seaton. John C. Bills, William R. Seaton, Attorneys for the Pere Marquette Railway Company, 502 Railway Exchange Building, Detroit, Michigan.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF CHICAGO, BURLINGTON &amp; QUINCY RAILROAD COMPANY—Filed June 6, 1922

Now comes the Chicago, Burlington & Quincy Railroad Company, defendant herein, and for its separate answer respectfully shows:

## I

Defendant neither admits or denies the allegations of paragraph one of said complaint, but prays proof thereof.

## II

Defendant admits it is a common carrier subject to the Interstate Commerce Act.

## III

Answering remaining allegations of the said complaint, defendant refers to the tariffs on file with this Honorable Commission as the best evidence of their contents and pro-[fol. 330] visions, and denies that the rates, rules and regulations complained of are, or were, unjust or unreasonable, or unjustly discriminatory, or in violation of the Interstate Commerce Act.

## IV

Except as herein admitted or otherwise answered, defendant denies each and every allegation, matter and thing in the said complaint contained.

Wherefore, having fully answered the complaint, defendant prays that the same may be dismissed as to it.

Chicago, Burlington & Quincy Railroad Company,  
by Kramer J. Burgess, General Attorney.

Chicago, Illinois, June 2nd, 1922.

OFM.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT WABASH RAILWAY COMPANY—Filed  
June 7, 1922

1. Defendant admits the averments contained in paragraphs 1, 2 and 3 of the complaint.

2. Defendant admits, subject to check and correction, the averments contained in paragraphs 4, 5, 6, and 7 of the complaint.

[fol. 331] 3. Defendant has no knowledge or information, sufficient to form a belief as to the averments contained in paragraphs 8 to 22 inclusive, of the complaint, and neither admits nor denies the same, but leaves complainant to such proof thereof as may be material.

4. Defendant denies, the averments contained in paragraphs 23 to 30, inc. of the complaint.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE BALTIMORE & OHIO RAILROAD COMPANY AND  
BALTIMORE & OHIO CHICAGO TERMINAL RAILROAD COM-  
PANY—Filed June 12, 1922

For answer to the complaint herein these defendants respectfully show:

These defendants admit that they are corporations subject to the Interstate Commerce Commission, but deny each and every of the allegations of the complaint.

The Baltimore & Ohio Railroad Company, Baltimore & Ohio Chicago Terminal Railroad Company, by C. D. Clarke, Charles R. Webber, Herbert S. Harr.

C. D. Clark, 105 So. LaSalle St., Chicago, Ills. Charles R. Webber, Baltimore & Ohio Bldg., Baltimore, Md. Herbert S. Harr, 108 Carew Bldg., Cincinnati, Ohio.

[fol. 332] I hereby certify I have served copy of the above and foregoing answer upon the complainant, by depositing same in the United States Mail, postage prepaid, addressed to Mr. Ewing H. Scott, Commerce Counsel, 803-808 Westory Building, Washington, D. C.

By Kramer J. Burgess, General Attorney.

Chicago, Illinois, June 2nd, 1922.

OFM.

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BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE CHESAPEAKE AND OHIO RAILWAY COMPANY—  
Filed June 12, 1922

The Chesapeake and Ohio Railway Company, being among the defendants named in this proceeding, for answer thereto respectfully states:

I

This defendant is without definite information to enable it to either admit or deny the allegations contained in Article I, and asks for proof if deemed material.

II

This defendant admits that it is a common carrier subject to the provisions of the Act to Regulate Commerce, approved February 4th, 1887, and Acts amendatory thereof [fol. 333] and supplementary thereto.

III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX, XXX, XXXI, XXXII, XXXIII, XXXIV, XXXV, XXXVI, XXXVII, XXXVIII, XXXIX.

This defendant is without necessary information as to the allegations contained in Articles III to XXXIX both inclusive, and asks for proof if deemed material.

## XL

This defendant denies the allegations contained in Article XL.

And now, having fully answered, this defendant respectfully prays that the complaint as to it be dismissed.

The Chesapeake and Ohio Railway Company, by  
———, Freight Traffic Manager.

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BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

[fol. 334] ANSWER OF CHICAGO, KALAMAZOO & SAGINAW RAILWAY COMPANY, THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RY. CO., FORT WAYNE, CINCINNATI & LOUISVILLE RAILROAD COMPANY, INDIANA HARBOR BELT RAILROAD COMPANY, THE KANAWHA & MICHIGAN RAILWAY COMPANY, THE MICHIGAN CENTRAL RAILROAD COMPANY, THE NEW YORK CENTRAL RAILROAD COMPANY, THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY, THE TOLEDO & OHIO CENTRAL RAILWAY COMPANY, THE ZANESVILLE & WESTERN RAILWAY COMPANY—Filed June 10, 1922

Answering the complaint in the above entitled proceeding, these defendants admit, subject to verification from published tariffs on file with this Commission, the rates and charges therein set forth, but deny that the same are unjust, unreasonable, discriminatory or unlawful in any respect, deny that complainant is entitled to any relief in the premises, and pray that the complaint may be dismissed.

Clyde Beoury, Attorney for Above-named Defendants, 1110-466 Lexington Avenue, New York City.

Dated June 9, 1922.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

## ANSWER OF DEFENDANT CHICAGO AND EASTERN ILLINOIS RAILWAY COMPANY—Filed June 9, 1922

Now comes defendant above named and, for its answer to the complaint filed herein, respectfully states:

## 1

This defendant has no information respecting the truth or falsity of the allegations contained in Paragraph 1.

[fol. 335]

## 2

This defendant admits it is a common carrier and, as such, is subject to the provisions of the Act to Regulate Commerce.

## 3 to 39

This defendant has not checked the allegations contained in Paragraphs 3 to 39 inclusive, and can, therefore, neither admit nor deny the correctness of the same, but leaves complainant to the strict proof thereof at the trial of this case.

## 40

This defendant denies the allegations contained in Paragraph 40 of the complaint.

Therefore, having fully answered, this defendant prays the dismissal of the complaint filed herein.

K. L. Richmonds, Attorney for Defendant Chicago and Eastern Illinois Railway Company.

Dated at Chicago, Illinois, June 7th, 1922.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF LOUISVILLE & NASHVILLE RAILROAD COMPANY—  
Filed June 9, 1922

## I

That it is without sufficient information or knowledge to either affirm or deny the allegations of this paragraph.

[fol. 336]

## II

That it admits it is a common carrier subject to the act to regulate commerce and acts amendatory thereof and supplementary thereto.

## III, IV, V

That it is without sufficient information or knowledge to either affirm or deny the allegations of these paragraphs except that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

## VI, VII

That it is without sufficient information or knowledge to either affirm or deny the allegations of these paragraphs.

## VIII, IX, X

That it denies each and every allegation of these paragraphs except that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

## XI, XII, XIII, XIV

That it denies each and every allegation of these paragraphs except that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

### XV, XVI, XVII, XVIII, XIX

That it denies each and every allegation of these paragraphs except that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

### XX

That it is without sufficient information or knowledge to either affirm or deny the allegations of this paragraph.

### XXI, XXII

That it denies each and every allegation of these paragraphs [fol. 337] except that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

### XXIII, XXIV, XXV, XXVI

That it denies each and every allegation of these paragraphs.

### XXVII, XXVIII, XXIX

That it denies each and every allegation of these paragraphs.

### XXX, XXXI, XXXII

That it denies each and every allegation of these paragraphs except that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

### XXXIII, XXXIV, XXXV

That it denies each and every allegation of these paragraphs.

### XXXVI, XXXVII

That it denies each and every allegation of these paragraphs, except, that it respectfully refers to tariffs lawfully

published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

### XXXVIII, XXXIX, XXXX

That it denies each and every allegation of these paragraphs. Wherefore, defendant avers that complainants are not entitled to the relief sought nor to any relief whatsoever and having fully answered prays to be hence dismissed.

Louisville and Nashville Railroad Company, by M. Northcutt, General Solicitor.

Louisville, Ky., June 5, 1922.

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[fol. 338] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

#### ANSWER OF ERIE RAILROAD COMPANY AND CHICAGO AND ERIE RAILROAD COMPANY—Filed June 13, 1922

1. None of their lines reach the territory of production referred to in the complaint.

2. They deny that any of their rates, regulations, rules or practices referred to are unreasonable or otherwise unlawful.

3. For further answer they beg to refer to the answer filed or to be filed by the Chesapeake & Ohio Railway Company and by the Virginian Railway Company which do reach the territory of production.

Wherefore these respondents pray that as to them the complaint be dismissed.

Erie Railroad Company, by G. C. Powell, Vice-President. Chicago and Erie Railroad Company, by G. C. Powell, Vice-President. M. B. Pierce, Attorney for Respondents, 50 Church Street, New York, N. Y.

Dated New York, June 12, 1922.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

[fol. 339] ANSWER OF THE LAKE ERIE AND WESTERN RAILROAD COMPANY AND OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY—Filed June 13, 1922

1. They have no information as to the corporate organization, business, location, or existence of the Complainant herein, and can therefore neither admit nor deny allegations in Paragraph 1, but ask that, if material, complainant may be put upon its strict proof as to those allegations.

2. They admit that they are common carriers, subject to the provisions of the Interstate Commerce Act, as alleged in Paragraph 2.

3. These defendants admit allegations in Paragraph 3 of the Complaint.

4. For answer to allegations in Paragraph 4, relating to the rates published to the New River District, and to establish the truth or falsity of those allegations this defendant respectfully refers to tariffs on file with the Interstate Commerce Commission.

5. These defendants are advised that no answer is necessary to allegations in Paragraph 5.

6 to 12, inc. For their answer to allegations contained in Paragraphs 6, 7, 8, 9, 10, 11, and 12, these defendants respectfully refer to and adopt the answer of The Virginian Railway Company.

13 to 22, inc. For their answer to allegations contained in paragraphs 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, these defendants respectfully refer to and adopt the answer of the Chesapeake and Ohio Railway Company.

23, 24, 25. These defendants admit the first part in each of said Paragraphs 23, 24, and 25, relating to the provisions of the Interstate Commerce Act, but as to the remaining parts of said Paragraphs respectfully refer to and adopt the answer of The Chesapeake and Ohio Railway Company.

26. These defendants admit allegations in Paragraph 26 relating to the provisions of Paragraph 1 of Section 3 of [fol. 340] the Interstate Commerce Act.

27. For their answer to allegations in Paragraph 27 relating to the joint use of facilities, these defendants respectfully refer to and adopt the answer of either The Virginian Railway Company or The Chesapeake and Ohio Railway Company.

28. These defendants admit allegations in Paragraph 28 relating to the provisions of Paragraph 3 of Section 3 of the Interstate Commerce Act.

29. For their answer to allegations in Paragraph 27, these defendants respectfully refer to and adopt the answers of the Virginian Railway Company and The Chesapeake and Ohio Railway Company.

30, 31. For their answer to allegations in Paragraphs 30 and 31, relating to rates on coal published and filed with the Interstate Commerce Commission by the Chesapeake and Ohio Railway Company and The Virginian Railway Company, and to establish the truth or falsity of those allegations, these defendants respectfully refer to tariffs on file with the Interstate Commerce Commission.

32, 33, 34. For their answer to allegations in Paragraphs 32, 33, and 34 relating to the provisions of the Interstate Commerce Act, these defendants respectfully refer to Interstate Commerce Act as being the best proof of what the Act contains.

35. For their answer to allegations in Paragraphs 35 relating to the necessity for through rates, these defendants respectfully refer to and adopt the answer of The Virginian Railway Company or of The Chesapeake and Ohio Railway Company.

36, 37. For answer to allegations contained in Paragraphs 36 and 37 relating to joint through rates published and maintained on bituminous coal, and to establish the truth or falsity of those allegations, these defendants respectfully refer to tariffs on file with the Interstate Commerce Commission. Further answering said Paragraph

37 concerning the subjection of the complainant to unreasonable prejudice and disadvantage, these defendants respectfully refer to and adopt the answer of The Chesapeake and Ohio Railway Company.

[fol. 341] 38, 39. These defendants respectfully refer to the answer of The Virginian Railway Company for their answer to allegations in Paragraphs 38 and 39.

40. These defendants deny that they have performed any act which constitutes a violation of Sections 1, 3, 6, or 15 of the Interstate Commerce Act, as alleged in Paragraph 40.

Wherefore, having fully answered, these defendants pray that the Complaint herein may be dismissed.

The Lake Erie and Western Railroad Company, by  
W. A. Colston, Its Vice-President & Gen. Counsel.  
The New York, Chicago and St. Louis Railroad  
Company, by W. J. Stevenson, Its General  
Solicitor.

W. A. Colston, 607 Columbia Building, Cleveland, Ohio  
W. J. Stevenson, 607 Columbia Building, Cleveland, Ohio.

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BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT VIRGINIAN RAILWAY COMPANY—  
Filed June 13, 1922

The above named defendant, for answer to the complaint in this proceeding, respectfully states:

I

This defendant admits the allegations contained in Article I of the complaint.

II

This defendant admits the allegations contained in Article II of the complaint.

## III

This defendant admits that there are numerous mines throughout the territory described in Article III of the complaint and that the coal therein produced is of the quality and character described and is used in the various fields of production and commerce as alleged, but as to all other allegations of this Article of the complaint, this defendant asks for proof if such allegations are considered to be material.

## IV

This defendant admits the allegations of Article IV of the complaint so far as the geographic location of the mine of the complainant is involved and so far as this defendant publishes rates from mines in the New River district.

## V

This defendant denies that the map appended to the complaint as Appendix "D" is either accurate or descriptive of the situation involved in this proceeding.

## VI

This defendant denies that it accords the use of its terminal and track facilities to the Chesapeake & Ohio Railway, as described in Article VI, and, for greater accuracy of the rate situation involved, refers to the published tariffs on file with the Interstate Commerce Commission.

## VII

For greater accuracy with regard to the allegations of Article VII of this complaint, this defendant refers to the tariffs on file with the Interstate Commerce Commission.

## VIII to XXI, Inclusive

This defendant demands proof of the allegations contained in Articles VIII to XXI of the complaint.

## XXII

This defendant denies the allegations of Article XXII but avers to the contrary that the side track serving complainant's Hot Coal mine belongs to this defendant and further

avers that this defendant is not informed of the difficulties [fol. 343] or possibilities of making a separate track connection for the mine to the Chesapeake & Ohio Ry.

### XXIII

This defendant is now concerned with the offers made to the Chesapeake & Ohio Railway, as alleged in Article XXIII, admits the receipt of an application as alleged but denies that such application is in conformity with Paragraph 9 of Section 1 of the Interstate Commerce Act, or that said paragraph places any obligations upon this defendant in a situation involved in this proceeding. This defendant denies the further allegations of this Article of the complaint as well as the materiality thereof.

### XXIV

This defendant denies the application of Paragraph 4 of Section 3 of the Interstate Commerce Act to the situation involved in this proceeding. This defendant avers if that provision of law is deemed material or properly raised in this proceeding, that the switch connection prayed, if made, will substantially impair the ability of this defendant to handle its own business and that such connection will not be in the public interest. This defendant specifically denies that Paragraph 4 of Section 3 grants any rights to this complainant.

### XXV

This defendant denies that it has failed to furnish transportation to the complainant and that it has failed to establish, observe and enforce reasonable regulations and practices with regard to the traffic of the complainant.

### XXVI

This defendant assumes that the Interstate Commerce Commission is informed of the provisions of Paragraph 1 of Section 3 of the Interstate Commerce Act.

### XXVII

This defendant denies the allegations of Article XXVII of the complaint.

## XXVIII

This defendant admits the allegations of Article XXVIII of the complaint.

[fol. 344]

## XXIX

This defendant denies the allegations of Article XXIX of the complaint.

## XXX and XXXI

This defendant respectfully refers the Commission to the published tariffs of the carriers, lawfully on file with the Interstate Commerce Commission, for a statement of the rates referred to in these articles of the complaint.

## XXXII, XXXIII, and XXXIV

For greater accuracy and completeness, this defendant begs leave to rely upon the language used in the Interstate Commerce Act in various sections referred to in these articles of the complaint.

## XXXV

This defendant avers that complainant's mine, so far as this defendant is concerned, is on a parity of rates with all other mines served by defendant in the New River district, and further avers that it is distinctly not in the public interest that through rates should be published from said mine to points on the Chesapeake & Ohio Railway and its connections, or to any territory not now included in the tariff publications in which this defendant joins.

## XXXVI

This defendant refers to the tariff filed with the Interstate Commerce Commission for a statement of the rates in this article of the complaint but denies that such tariffs or rates are material to the situation involved in this proceeding.

## XXXVII

This defendant denies any knowledge or interest in the allegations of Article XXXVII and, if they are considered

material, requests that complainant be put upon its proof with regard to such allegations.

### XXXVIII, XXXIX and XL

This defendant denies each and all of the allegations contained in Articles XXXVIII, XXXIX and XL of the complaint.

[fol. 345] Wherefore the defendant Virginian Railway Company, having fully answered, prays that the complaint against it in this proceeding be dismissed.

Virginian Railway Company, by S. M. Adsit, Traffic Manager. Williams, Loyall & Tunstall, Terminal Building, Norfolk, Va.; James W. Carmalt, Southern Building, Washington, D. C., Counsel.

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### BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

### ANSWER OF DEFENDANT CHICAGO AND NORTH WESTERN RAILWAY COMPANY—Filed June 14, 1922

Comes now the Chicago and North Western Railway Company, one of the defendants in the above entitled cause, by its attorney, and for answer to the complaint of the complainant heretofore filed in the above entitled cause, says:

That this defendant, Chicago and North Western Railway Company, adopts as and for its answer to said complaint, and to each and every of the allegations and averments therein contained and set forth, the answer filed or to be filed in said cause by The Chesapeake & Ohio Railway Company, one of the other defendants named in said complaint, and this defendant prays that it may have and be accorded all of the rights and privileges of said answer so filed or to be filed by said The Chesapeake & Ohio Railway Company as fully in all respects as though the same were set forth herein.

[fol. 346] — — —, Attorney for Defendant Chicago and North Western Railway Company.

Chicago, June 12, 1922.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY  
COMPANY—Filed June 14, 1922

Passing by the informal and immaterial paragraphs of the complaint (and to the paragraphs referring to tariffs), and coming to paragraphs XXXVIII to XL inclusive, which state the grievance of complainant, The Atchison, Topeka and Santa Fe Railway Company for answer says:

## XXXVIII and XXXIX

It denies the averments of paragraphs XXXVIII and XXXIX and asks for strict proof thereof.

## XL

It denies that it has been guilty of violating any of the various provisions of the Act to Regulate Commerce as amended and supplemented, as alleged, and it therefore asks for strict proof of the averments of paragraph XL.

Further answering, it denies that it is responsible for any of the rules, regulations, or practices complained of.

Wherefore it asks that the complaint be dismissed as to [fol 347] The Atchison, Topeka and Santa Fe Railway Company, by F. J. Norton, F. E. Andrews, Its Attorneys.

1011 Railway Exchange, Chicago, Ill., June 12, 1922.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE MINNEAPOLIS & ST. LOUIS RAILROAD COM-  
PANY—Filed June 14, 1922

Comes now the defendant, The Minneapolis & St. Louis Railroad Company, and for separate answer to complainant's complaint herein, states:

## I

This defendant admits the allegations of paragraphs one and two of said complaint.

## II

Except as hereinbefore specifically admitted, this defendant denies the allegations of the complaint.

Wherefore this defendant prays that the complaint herein be dismissed.

M. M. Joyce, C. W. Wright, Attorneys for Defendant,  
514 Met. Life Bldg., Minneapolis, Minn.

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[fol. 348] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF ELGIN, JOLIET AND EASTERN RAILWAY COMPANY—  
Filed June 15, 1922

The answer of the Elgin, Joliet and Eastern Railway Company to the complaint, herein respectfully shows:

First. Answering Section 1. Has no knowledge of the incorporation or business of complainant, therefore, neither admits nor denies the allegations contained in Section 1 of the complaint.

Second. Answering Section 2. Admits it is a common carrier engaged in the transportation of property, wholly by railroad, between points in the States of Illinois and Indiana, and as such common carrier is subject to the provision of the Interstate Commerce Act, and all acts amendatory thereof and supplementary thereto, including the Transportation Act of 1920.

Third. Answering Section 3. Admits that the allegations contained in Section 3 of the complaint may be true, except that this defendant has no direct knowledge of the competition of complainant's coal with coal produced in other districts and, therefore, neither admits nor denies the allegations in regard thereto.

Fourth. Answering Section 4. Has no knowledge of the location of complainant's mine, therefore, neither admits nor denies the allegations contained in Section 4 of the complaint.

Fifth. Answering Section 5. Admits that Appendix "D" referred to may be substantially a reproduction of exhibit in I. & S. Docket No. 774.

Sixth. Answering Section 6. Has no direct knowledge of the allegations set forth in Section 6 of the complaint, therefore, neither admits nor denies same.

[fol. 349] Seventh. Answering Section 7. Admits that instances and illustrations of the matters set forth in paragraph 6 of the complaint, may be set forth in paragraphs 8, 9, 10, 11 and 12 of the complaint.

Eighth. Answering Sections 8, 9, 10, 11, 12 and 13. This defendant has no knowledge of the matters referred to in Sections 8 to 13, inclusive, of the complaint, therefore, neither admits nor denies the allegations contained therein.

Ninth. Answering Section 14. Admits that instances and illustrations of the matters set forth in paragraph 13 of the complaint, may be set forth in paragraphs 15, 16, 17, 18, 19, 20 and 21 of the complaint.

Tenth. Answering Sections 15, 16, 17, 18, 19, 20, 21, and 22. This defendant has no knowledge of the matters referred to in Sections 15 to 22, inclusive, of the complaint, therefore, neither admits nor denies the allegations contained therein.

Eleventh. Answering Sections 23, 24, 25, and 26. This defendant neither admits nor denies that the allegations contained in Sections 23 to 26, inclusive, of the complaint, are true, but refers to the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920, for the definition and interpretation of rulings of the Interstate Commerce Commission made therein.

Twelfth. Answering Section 27. This defendant has no direct knowledge of the matters referred to in Section 27 of the complaint, but denies violation of Section 3 of the Act to Regulate Commerce.

Thirteenth. Answering Section 28. This defendant neither admits nor denies that the allegations contained in Section 28 of the complaint are true, but refers to the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920, for the definition and interpretation of rulings of the Interstate Commerce Commission made therein.

Fourteenth. Answering Section 29. Denies violation of Section 3 of the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920.

[fol. 350] Fifteenth. Answering Section 30. Admits that the Chesapeake & Ohio Railway Company may issue, publish and file with the Interstate Commerce Commission numerous tariffs publishing joint through rates.

Sixteenth. Answering Section 31. Admits that The Virginian Railway Company may issue, publish and file with the Interstate Commerce Commission numerous tariffs publishing joint through rates.

Seventeenth. Answering Sections 32, 33 and 34. This defendant neither admits nor denies that the allegations contained in Sections 32, 33 and 34 of the complaint, are true, but refers to the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920, for the definition and interpretation of rulings of the Interstate Commerce Commission made therein.

Eighteenth. Answering Section 35. Denies that it is necessary and desirable in the public interest that carriers should issue, publish and file with the Interstate Commerce Commission joint through rates from said coal operation of complainant located on The Virginian Railway Company on the New River District basis.

Nineteenth. Answering Section 36. Admits The Virginian Railway Company may issue joint through rates over the main line and branches of The Virginian Railway Company, and an independent branch of The Virginian Railway Company, to wit, the Kanawha, Glen Jean & Eastern Railway on the New River District basis, but this defendant has not checked same.

Twentieth. Answering Section 37. Admits that Note 3 on page 35 of Chesapeake & Ohio Railway Company Tariff I. C. C. No. 8665, provides for the application of rates from Group 1 (New River District) to various points on the Carolina, Clinchfield & Ohio Railway, as set forth in Section 37 of the complaint, and further provides for the application of rates from Group 5 (Big Sandy District) to Elkhorn City, Ky., located on the Carolina, Clinchfield & Ohio Railway; but this defendant denies violation of Section 3 of the Act to Regulate Commerce.

[fol. 351] Twenty-first. Answering Section 38. Denies that complainant is entitled to have established joint through rates from Hot Coal Mine to points on the Chesapeake & Ohio Railway.

Twenty-second. Answering Section 39. Denies that complainant is entitled to have established joint through rates on the New River District basis from said Hot Coal Mine to points of destination on the Chesapeake & Ohio Railway not reached by The Virginian Railway and its connections and to points to which The Virginian Railway Company publishes no joint through rates.

Twenty-third. Answering Section 40. Denies violation of Sections 1, 3, 6 and 15 of the Act to Regulate Commerce, or any part of said act as amended and supplemented particularly as amended and supplemented by the Transportation Act of 1920.

Twenty-fourth. Denies each and every allegation not herein specifically admitted or denied.

Wherefore, having fully answered, prays that the complaint may be dismissed.

Elgin, Joliet and Eastern Railway Company, by W. L. Lorin, Its Traffic Manager.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF SOUTHERN RAILWAY COMPANY, KENTUCKY & INDIANA TERMINAL RAILROAD COMPANY, AND CHESAPEAKE STEAMSHIP COMPANY—Filed June 17, 1922.

[fol. 352] For answer to the complaint, these respondents say:

## I

Answering paragraph one of said complaint, these respondents have no knowledge or information sufficient to enable them either to affirm or deny the allegations contained therein, and crave strict proof thereof.

## II

Answering paragraph two of said complaint, these respondents admit the allegations contained therein.

## III

Further answering said complaint, these respondents ask that reference may be had to the tariffs mentioned therein for a correct statement of the rates referred to and complained of in said complaint.

## IV

Further answering said complaint, these respondents deny that they or any of them have violated or are violating Sections 1, 3, 6 or 15 of the Act to Regulate Commerce as amended, as alleged in the complaint, or that anything done or omitted by them or any of them with respect to the subject matter of the complaint, is in violation of law, or that they or any of them should be subjected to any adverse order; and these respondents deny that complainant is entitled to the relief prayed or any other relief. Each and every allegation in said complaint not hereinbefore admitted, is hereby specifically denied.

And, having fully answered, these respondents pray that the complaint be dismissed.

Charles J. Rixey, Counsel for Respondents.

Washington, D. C., June 16, 1922.

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[fol. 353] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE NORFOLK & WESTERN RAILWAY COMPANY—  
Filed June 24, 1922

For answer to said petition respondent says as follows:

Respondent is without information at this time enabling it either to admit or deny the correctness of all the allegations contained in said petition, and assuming that its co-defendants more directly interested will make detailed answer thereto, deems such answer on its behalf unnecessary. But respondent denies that it has participated in any violation of any of the provisions of the Interstate Commerce Act.

Accordingly respondent denies that complainant is entitled to the relief prayed for, or any other relief, or that respondent should be subjected to any adverse order whatever.

And having fully answered respondent prays to be hence dismissed, etc.

Norfolk & Western Railway Company, by D. L. Younger, Commerce Attorney.

Washington, D. C., June 23, 1922.

[fol. 354] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT THE CHICAGO, ROCK ISLAND AND  
PACIFIC RAILWAY COMPANY—Filed June 21, 1922

### I

It is without information concerning the allegations of Paragraph I and it leaves complainant to its proof thereof.

### II

Defendant admits that it is a common carrier engaged in interstate commerce.

### III

For answer to all allegations herein purporting to state freight rates, defendant refers to the published tariffs themselves as affording the only true answer thereto. Defendant denies that the rates herein complained of, or any of them, are in violation of the Act to Regulate Commerce, as specifically alleged. Defendant denies that complainant is entitled to the relief prayed for, or to any part thereof, or to any other or further relief, or to any relief whatsoever.

Wherefore, having thus fully answered, defendant prays to be dismissed.

The Chicago, Rock Island and Pacific Railway Company, by A. B. Enoch, Its Attorney.

[fol. 355] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT ILLINOIS CENTRAL RAILROAD COMPANY—Filed June 19, 1922

For its answer to the complaint herein, this defendant respectfully states:

It asks that reference may be had to the tariffs on file with this Honorable Commission for a correct statement of the rates mentioned or referred to in the complaint.

It denies that anything done or omitted by it with respect to the matters complained of herein was or is in violation of the provisions of the Act to Regulate Commerce, as alleged. It denies that the complainant is entitled to the relief prayed or to any other relief, and it denies that this defendant should be subjected to any adverse order whatsoever.

Wherefore this defendant prays that it may be hence dismissed.

Illinois Central Railroad Company, by A. P. Humbert, Its Attorney.

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[fol. 356] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DETROIT AND HURON RAILWAY COMPANY, GRAND TRUNK WESTERN RAILWAY COMPANY, PONTIAC, OXFORD AND NORTHERN RAILROAD COMPANY—Filed June 29, 1922

I. Defendants have no specific knowledge.

II. Defendants admit.

III-IV-V-VI-VII-VIII-IX-X-XI-XII-XIII-XIV-XV-XVI-XVII-XVIII-XIX-XX-XXI-XXII. Defendants have no specific knowledge.

XXIII-XXIV-XXV. Defendants have no specific knowledge.

XXVI. Defendants assume statement to be correct.

XXVII. Defendants have no specific knowledge.

XXVIII. Defendants assume same to be correct.

XXIX-XXX. Defendants have no specific knowledge.

XXXI - XXXII - XXXIII - XXXIV - XXXV - XXXVI - XXXVII - XXXVIII - XXXIX - XL-XLI. Defendants aver that tariffs on file with the Interstate Commerce Commission will show the rates lawfully in effect and deny that is so far as they participate in the traffic that same are unjust, unreasonable, unjustly discriminatory, prejudicial and ille-

gal in violation of Section- 1, 3, 6 and 15 of the Act to regulate Commerce.

Having answered as above the several allegations in this complaint, defendants pray that same be dismissed.

The Detroit and Huron Railway Company, Grand Trunk Western Railway Company, Pontiac, Oxford and Northern Railroad Company, by —  
—, Its Freight Traffic Manager.

Chicago, Illinois, June 24, 1922.

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[fol. 357] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

INTERVENING PETITION OF MACALPIN COAL COMPANY, SLAB FORK COAL COMPANY, ET AL.—November 13, 1922

[fol. 358] Come now your petitioners, MacAlpin Coal Company, P. O. address, Charleston, W. Va., Slab Fork Coal Company, P. O. address, Charleston, W. Va., Alpha Pocahontas Coal Company, P. O. address, Alpoca, W. Va., Barkers Creek Coal Company, P. O. address, Tralee, W. Va., Beckley Coal & Coke Company, P. O. address, Macdonald, W. Va., Beckley Pocahontas Coal Company, P. O. address, Huntington, West Va., Crab Orchard Fuel Company, P. O. address, Lillybrook, W. Va., Cranberry Fuel Company, P. O. address, Macdonald, W. Va., Dunn Loop Coal & Coke Company, P. O. address, Macdonald, W. Va., East Gulf Coal Company, P. O. address, Mount Hope, W. Va., Glencoe Coal Company, P. O. address, Mount Hope, W. Va., Harty Coal Company, P. O. Address, Tralee, W. Va., Lillybrook Coal Company, P. O. address, Lillybrook, W. Va., Long Branch Coal Company, P. O. address, Mount Hope, W. Va., Lee Coal Company, P. O. address, Glen Jean, W. Va., Lick Fork Colliery Company, P. O. address, Huntington, W. Va., McKell Coal & Coke Company, P. O. address, Glen Jean, W. Va., Mabscott Coal & Coke Company, P. O. address, Macdonald, W. Va., Micajah Pocahontas Coal Company, P. O. address, Micajah, W. Va., Monticello Smokeless Coal Company, P. O. address, Al-

poca, W. Va., Mead-Pocahontas Coal Company, P. O. address, Tralee, W. Va., New River Collieries Company, P. O. address, Eccles, W. Va., Pickshin Coal Company, P. O. address, Tralee, W. Va., Prince Wick Coal Company, P. O. address, Mount Hope, W. Va., Pemberton Fuel Company, P. O. address, Pemberton, W. Va., Raleigh-Wyoming Coal Company, P. O. address, Charleston, W. Va., Raleigh Fire Creek Coal Company, P. O. address, Tralee, W. Va., Sabine Collieries Corporation, P. O. address, Otsego, W. Va., Stuart Colliery Company, P. O. address, Macdonald, W. Va., Smith-Pocahontas Coal Company, P. O. address, Tralee, W. Va., Thermo-Pocahontas Coal Company, P. O. address, Huntington, W. Va., Tommy Creek Coal Company, P. O. address, Tralee, W. Va., Wood-Sullivan Coal Company, P. O. address, Tralee, W. Va., E. E. White Coal Company, P. O. address, Glen White, W. Va., Willis Branch Coal Company, P. O. address, Glen Jean, W. Va., White Oak Fuel Company, P. O. Address, Macdonald, W. Va., Winding Gulf Colliery Company, P. O. address, Charleston, W. Va., Raleigh Coal & Coke Company, P. O. address, Raleigh, W. Va., and respectfully represent that they have an interest in the matters in controversy in the above entitled proceeding, and desire to intervene in and become parties to said proceeding, and for grounds of the proposed intervention, say:

I. That your petitioners are corporations duly organized, and that they, and each of them, are engaged in the business of mining, and marketing and shipping bituminous coal in interstate and foreign commerce from mines situate in what are known as the New River District, and the Winding Gulf District, in Fayette, Raleigh and Wyoming Counties, West Virginia, tributary to the Virginian Railway; that the interests of all your petitioners to this proceeding are common; that they have very large investments in their said business, and a very large tonnage of coal available to them for mining and marketing, the details of which will be more explicitly set forth in the testimony which they propose to produce.

II. That your petitioners have expended large sums of money in the acquiring, construction and equipment of their coal mines and mining plants; that their potential out-

put is over 50,000 tons of bituminous coal per day, and that they market and ship more than sixty per cent of all the bituminous coal shipped over said Virginian Railway.

III. That your petitioners are opposed to the establishment of joint rates from mines on the Virginian Railway in the said New River and Winding Gulf Districts in connection with the Chesapeake & Ohio Railway.

Wherefore, said petitioners, having shown their interests in the issues involved in this proceeding, pray leave to intervene and be treated as parties hereto, with the right to have notice of, and appear at the taking of testimony, pro-[fol. 360] duce and cross-examine witnesses, and be heard in person or by counsel upon brief and at the oral argument, if oral argument is granted.

Dated at Washington, D. C., November 13, 1922.

MacAlpin Coal Company, Slab Fork Coal Company, Alpha Pocahontas Coal Company, Barkers Creek Coal Company, Beekley Coal & Coke Company, Beekley Pocahontas Coal Company, Crab Orchard Fuel Company, Cranberry Fuel Company, Dunn Loop Coal & Coke Company, East Gulf Coal Company, Glencoe Coal Company, Harty Coal Company, Lillybrook Coal Company, Long Branch Coal Company, Lee Coal Company, Lick Fork Colliery Company, McKell Coal & Coke Company, Mab-scott Coal & Coke Company, Micajah Pocahontas Coal Company, Monticello Smokeless Coal Company, Mead-Pocahontas Coal Company, New River Collieries Company, Pickshin Coal Company, Prince Wick Coal Company, Pemberton Fuel Company, Raleigh-Wyoming Coal Company, Raleigh Fire Creek Coal Company, Sabine Collieries Corporation, Stuart Colliery Company, Smith-Pocahontas Coal Company, Thermo-Pocahontas Coal Company, Tommy Creek Coal Company, Wood-[fols. 361-364] Sullivan Coal Company, E. E. White Coal Company, Willis Branch Coal Company, White Oak Fuel Company, Winding Gulf Colliery Company, Raleigh Coal & Coke Company. S. B. Avis, Attorney for Petitioners, Charleston National Bank Building, Charleston, West Virginia.

[fol. 365] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

### Statement of Evidence

Washington, D. C.,  
Room 303 Premier Apartment Bldg.,  
Monday, November 13, 1922.

(The above-entitled matter came on for hearing at 10 o'clock a. m.)

Before Examiner W. B. Hunter

#### APPEARANCE OF COUNSEL

Messrs. Francis B. James, E. E. Williamson, and E. H. Scott, 804-8 Westory Building, Washington, D. C., appearing on behalf of the complainant.

Mr. A. R. Yarborough, Traffic Manager, Charleston, W. Va., Post Office Box 1284, appearing on behalf of Kanawha Coal Operators' Association, and Logan Coal Operators' Association.

Mr. J. S. Patterson, Richmond, Va., appearing on behalf of Chesapeake & Ohio Railway Company.

Mr. S. B. Avis, Charleston, W. Va., appearing on behalf [fol. 366] of MacAlpin Coal Company, Slab Fork Coal Company, and 37 other companies operating on The Virginian Railway.

Messrs. E. W. Knight, General Counsel, Charleston, W. Va.; W. H. T. Loyall, General Solicitor, Norfolk, Va., and James W. Carmalt, Southern Building, Washington, D. C., appearing on behalf of The Virginian Railway Company.

Mr. George T. Bell, 1139 Woodward Building, Washington, D. C., appearing on behalf of Scott Coal & Coke Company, South Side Company, Branch Coal & Coke Company, Coal Run Coal Company, Beechwood Coal & Coke Company, Greenwood Coal Company, Laurel Creek Coal Company, Turkey Knob Coal Company, Ephraim Creek Coal & Coke Company, Harvey Coal & Coke Company, Prudence Coal Company, Collins Colliery Company, Macdonald Colliery Company, and 37 other companies operating on The Virginian Railway in New River District of West Virginia.

## Proceedings

## COLLOQUY BETWEEN EXAMINER AND COUNSEL

Examiner Hunter: The Interstate Commerce Commission has assigned for hearing at this time and place Docket No. 13832, Gulf Coal Company vs. Virginian Railway Company et al. Who appears for the complainant?

Mr. Scott: E. E. Williamson and E. H. Scott for the com-[fol. 367] plainant.

Examiner Hunter: And for defendants?

Mr. Carmalt: Mr. E. W. Knight, General Counsel, Charleston, W. Va.; Mr. W. H. T. Loyall, General Solicitor, Norfolk, Va., and James W. Carmalt, Washington, D. C., all appearing for The Virginian Railway Company.

Mr. Patterson: J. S. Patterson, Richmond, Va., for the Chesapeake & Ohio Railway Company.

Mr. Bell: George T. Bell, for the Scotia Coal & Coke Company and certain other companies operating local mines on the Chesapeake & Ohio New River District. The complete list will be handed to the reporter.

Examiner Hunter: You appear as interveners?

Mr. Bell: As interveners.

Examiner Hunter: Have you filed your petition?

Mr. Bell: Not yet, Mr. Examiner. If you desire, however, we can file one at the noon recess.

Mr. Scott: I would like to have a statement of what attitude the interveners are taking.

Examiner Hunter: Yes. Are you in support of the complaint, or against it?

Mr. Bell: Our information is that we will be against the complaint. Our full attitude will depend somewhat upon the attitude taken by the defendants.

Mr. Scott: Counsel knows the position taken by the com-[fol. 368] plainant in our petition. I think we are entitled to know the interveners' attitude, whether they are for or against.

Mr. Bell: I have no hesitancy in saying at this time, then, Mr. Examiner, that we are opposed to the complaint. However, there is some question about what the detail of our attitude will be, and that will depend upon the position taken by the defendants.

Examiner Hunter: I think that you had better file a written petition as soon as you conveniently can, then.

Mr. Avis: S. V. Avis, of Charleston, W. Va. I desire to file a petition to intervene on behalf of the MacAlpin Coal Company and 38 other coal companies operating on the Virginia- Railway, who ship over 60% of the tonnage of bituminous coal shipped off that railroad, in opposition to the granting of through routes and joint rates. My position is somewhat like that stated by Mr. Bell. Until the hearing goes on we do not know how much to object, and to that extent we do object at this time and ask leave to file this petition. The companies are all named in the petition.

Mr. Scott: If your Honor please, I have an intervening petition on behalf of the Wilton Smokeless Coal Company, and numerous other straight Virginian shippers, which I would like to offer at this time.

Examiner Hunter: Is that for or against the complaint? [fol. 369] Mr. Scott: It will be for the complaint.

Examiner Hunter: In support of it?

Mr. Scott: In support of it.

Mr. Yarborough: A. R. Yarborough, Charleston, W. Va., appearing for the Kanawha Coal Operators' Association and the Logan Coal Operators' Association, against the complaint. We desire to file a petition for intervention.

Examiner Hunter: Are there any other appearances?

(No response.)

Examiner Hunter: It is alleged that in the transportation of semi-bituminous coal from complainant's mine located on a side-track of the Winding Gulf Branch of The Virginian Railway at or near Hot Coal, W. Va., to the points named in paragraph 2 of the complaint, the defendants have refused complainant switch connections between The Virginian Railway and the Chesapeake & Ohio Railway tracks at or near complainant's mine; that defendants fail to afford complainant all reasonable, proper and equal facilities for the interchange of traffic between their respective lines; that defendants have failed and refused to publish and establish on the New River District basis joint through rates from complainant's mine to points of destination on The Virginian Railway and its connections, and

to points of destination on the Chesapeake & Ohio Railway and its connections, and that defendants have been guilty [fol. 370] of violation of the various provisions of the Interstate Commerce Act, particularly paragraphs 3, 4, 5, 6, 9 and 11 of Section 1, paragraphs 1, 3, 4 of Section 3, paragraph 13 of Section 6, and paragraphs 1, 3 and 4 of Section 15.

The Commission is asked to require defendants to cease and desist from the aforesaid violations; to furnish complainant transportation to establish and maintain just and reasonable rules, regulations and practices in reference thereto; to establish switching connections and track connections and to perform switching or terminal service thereover and to interchange traffic and furnish facilities for the interchange of traffic; to establish and put in force and apply in the future joint through rates on the New River District basis and to prescribe just, reasonable and non-discriminatory rates for the future.

Is that substantially a correct statement of the issues?

Mr. Scott: I think that is an accurate summary.

Examiner Hunter: The complainant may proceed.

Mr. Scott: I will call Mr. Tams.

W. P. TAMS, Jr., was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. State your name and residence.

[fol. 371] A. W. P. Tams, Jr., Tams, W. Va.

Q. What is your profession and business?

A. I am a mining engineer and coal mine operator.

Q. Are you connected with the Gulf Coal Company, complainant in this proceedings?

A. Yes.

Q. In what capacity?

A. I am its Vice-President.

Q. At or near what place is the coal mine of the Gulf Coal Company located?

A. Hot Coal, W. Va.

Q. What is the railroad location of the company?

A. Hot Coal is located on both The Virginian and the Chesapeake & Ohio railways. The Hot Coal mine of the Gulf Coal Company, however, is only served by The Virginian Railway, it having no track connection with the Chesapeake & Ohio.

Q. In what coal producing district is the Hot Coal mine located?

A. In the district commonly known and referred to as the New River District.

Q. I hand you a map which purports to show the New River District, and ask you to state whether the map accurately outlines the district as you understand it?

A. (after looking at map.) Yes, sir, that approximately shows the district known as the New River District.

[fol. 372] Mr. Scott: We offer the map referred to as Complainant's Exhibit No. 1.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 1, Witness Tams, Jr.," and the same is forwarded herewith.)

By Mr. Scott:

Q. Is there any explanation you would care to make in connection with this exhibit?

A. I might state that part of the Virginian Railway between Mullens, W. Va., the junction of The Virginian main line with its Winding Gulf Branch, and a point on the main line just below Slab Fork does not appear on the map, and to the extent of this omission the map is not complete.

I should also point out that the original from which this map was reproduced was prepared some years ago, and since then there have been some changes in the coal operations which are shown on the map.

Q. I notice at the lower lefthand corner of the map there is indicated a coal operation enclosed in a circle. What is the significance of this?

A. This indicates the mine of the Gulf Coal Company at Hot Coal.

Q. What is the character of the coal produced at the Gulf Coal Company's mine?

A. The coal produced at this mine is the low volatile so-called semi-bituminous or smokeless coal.

[fol. 373] Q. Is the coal produced at all other mines in the New River District of the same character and quality?

A. Yes, with the exception of a few mines on The Virginian and a few mines on the Chesapeake & Ohio, all coal produced in the New River District is the so-called semi-bituminous or smokeless coal.

Q. Have you with you a map of West Virginia gotten out by the West Virginia Geological Survey which shows the various coal areas in West Virginia?

A. I have such a map.

Mr. Scott: Mr. Examiner, we offer this map in evidence as Complainant's Exhibit No. 2.

Examiner Hunter: It will be received in evidence.

(The map referred to was received in evidence, marked "Complainant's Exhibit No. 2, Witness Tams, Jr.", and the same is forwarded herewith.)

By Mr. Scott:

Q. Have you any remarks to make in connection with this map?

A. The dark green or olive colored portion of the map indicates the New River Pocahontas coal areas. I have drawn a red line around those areas so that they may be located at a glance.

I have indicated by a star with a circle the approximate location of the Gulf Coal Company's mine. It will be noted that this mine is located right in the heart of the [fol. 374] New River Pocahontas coal areas.

Q. Have you prepared a map showing the track lay-out at Hot Coal, W. Va.?

A. I have.

Mr. Scott: We offer this map in evidence as Complainant's Exhibit No. 3.

Examiner Hunter: It will be received in evidence.

(The map referred to was received in evidence, marked "Complainant's Exhibit No. 3, Witness Tams, Jr." and the same is forwarded herewith.)

Mr. Scott: This is the same map that appears in the back of the complaint.

By Mr. Scott:

Q. Will you proceed, in your own words, to make whatever explanation you care to in connection with this map?

A. This map shows that the Gulf Coal Company at present has access to the Virginia- Railway with its coal, but does not have access to the Chesapeake & Ohio Railway.

It further shows that the Chesapeake & Ohio service could be secured by a physical connection between the Chesapeake & Ohio line and the mine tracks now in existence serving the tipple of the coal company.

It shows that this physical connection could be obtained with a minimum of cost to the coal company, as compared with a separate set of side-tracks for the Chesapeake & [fol. 375] Ohio Railway service which could only be constructed and put into operation at a maximum cost amounting to probably over \$80,000 to the coal company.

The reason that a separate set of mine tracks is impracticable is because the handling plant, storage bin, and screening plant, and mine car track and facilities of the coal company are so situated that all of these would have to be duplicated at very great expense if a separate set of side-tracks for Chesapeake & Ohio service had to be provided.

This tremendous increased cost would, of course, have to be passed on, if possible, to the coal trade served by this company.

Q. Are the physical difficulties which you have described in making the direct connection with the Chesapeake & Ohio illustrated by the profile at the bottom of the map?

A. Yes, sir. The profile shows how the coal would have to be handled to the possible separate Chesapeake & Ohio tracks; how it would be interfered with by the present buildings, and how new tipple buildings, storage bin, screening plants, and a long conveyor would have to be installed.

Q. What is the estimated amount of coal underlying the property mined by the Gulf Coal Company?

A. Approximately 6,400,000 tons.

Q. At the present time what is your allotment?

[fol. 376] A. The daily allotment as I last had it was 1,150 tons.

Q. Where are the principal markets for the coal produced at the Hot Coal mine?

A. At the present time the bulk of the coal produced at our mine is shipped to the tidewater (Sewall's Point) for trans-shipment beyond. We are also able to reach and do reach to a limited extent markets in the Carolinas. Aside from these markets our sales are limited to local points eastbound along the Virginian between Mullins and tidewater.

Q. As I understand the situation, none of the coal which is now produced at the Hot Coal mine moves into the Western markets. Is that correct?

A. Yes. We have no joint through rates applying on movements of coal westbound. In order to reach the Western markets it would be necessary for us to pay the local Virginian mileage scale rate on coal from our mine to Deepwater, plus the Chesapeake & Ohio Railway's Kanawha District rate from Deepwater to destination.

The local rate published by the Virginian is a very high rate and the combination of rates makes the sale of our coal in Central Freight Association territory absolutely prohibitive. We make no attempt whatever to dispose of our coal in the West.

Q. Where are your principal competitors located?

[fol. 377] A. Our competitors are located in the Chesapeake & Ohio Railway New River District, in the Norfolk & Western Railway Pocahontas and Tug River districts, and, of course, we are also in competition with local mines on The Virginian Railway, in the New River-Pocahontas District.

Q. Is the coal produced in the various districts where you state your competitors are located of the same quality and character as the coal produced at the mines of your company?

A. Yes. It is of the low volatile semi-bituminous coal and is substantially of the same quality.

Q. Does any considerable portion of the coal produced at the mines of your competitors move westbound?

A. Yes. There is a very substantial movement of coal into the Western markets from operations served by the Chesapeake & Ohio in the New River District, and there

is also a large movement of the Pocahontas coal from the Norfolk & Western Railroad Company's mines. There is also a substantial movement of coal westbound from mines in the New River District served jointly by the Chesapeake & Ohio and the Virginian railways.

Q. Do you know what the rate situation is with respect to the westbound movement of coal from those territories which you have described?

A. Yes. I know in a general way. For instance, I know that all of the mines on the Chesapeake & Ohio Railway in the New River District as well as the mines served [fol. 378] jointly by the Chesapeake & Ohio Railway and The Virginian Railway enjoy what we refer to as the New River District rate. I also know that the coal produced in the Pocahontas and Tug River fields moves westbound on a rate which is identically the same as the New River District rate. The westbound rates from local mines on The Virginian are, as I have stated, made on the combination basis, and are mere paper rates.

Q. Have you any information as to what percentage of the Chesapeake & Ohio New River coal shipments move westbound?

A. I have a table here.

Mr. Scott: We offer this statement in evidence as Complainant's Exhibit No. 4, Witness Tams, Jr.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 4, Witness Tams, Jr.," and the same is forwarded herewith.)

By Mr. Scott:

Q. State briefly what this exhibit shows.

A. This exhibit shows the tonnage shipped by months from January, 1921, to August, 1922, inclusive, inland west, inland east, and tidewater, and box-car shipments and the total shipments, excluding railway fuel shipments.

It shows that the percentage of the total coal shipments from the Chesapeake & Ohio New River District sent inland west during that period was 24.9% of the total.

[fol. 379] Q. Does that statement include both local and joint operations served by the Chesapeake & Ohio?

A. Yes.

By Mr. Bell:

Q. For the joint mines it only shows the tonnage shipped by the Chesapeake & Ohio?

A. Yes. The heading states, "Chesapeake & Ohio New River Loadings."

By Mr. Scott:

Q. From what source did you obtain the information filed here?

A. This was compiled from the monthly report made by Mr. Powers, employed by the New River shippers and the office of the Car Distributor of the Chesapeake & Ohio Railway at Thurmond, who obtains the information currently from the Chesapeake & Ohio officials there.

Q. You have made some reference to mines in the New River District being served jointly by the Chesapeake & Ohio and The Virginian Railway. Are you able to show the mines in the New River District served locally by The Virginian Railway and the mines served jointly by The Virginian Railway and other railroads in the district?

A. Yes.

Mr. Scott: We offer this statement, your Honor, in evidence as complainant's Exhibit No. 5.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked [fol. 380] "Complainant's Exhibit No. 5, Witness Tams, Jr.", and the same is forwarded herewith.)

By Mr. Scott:

Q. What does this exhibit show?

A. This shows The Virginian has 52 mines served locally by The Virginian Railway, 57 mines served jointly by The Virginian Railway and the Chesapeake & Ohio Railway, and one mine served jointly by the Virginian and the Norfolk & Western Railway.

Q. Are all of the mines shown in this statement as being served jointly by The Virginian and Chesapeake & Ohio or the Norfolk & Western Railway able to reach western markets on the New River group rate basis in addition to their outlet eastbound via the Virginian?

A. Yes.

Q. What is the source of your information for that statement?

A. This was taken from a list, daily report furnished by the Virginian Railway, of mines served by it, and the joint mines picked off from local knowledge of the fields.

Q. Have you prepared a statement showing coal loadings at Virginian Railway mines, divided as between local and joint mines?

A. Yes, sir.

Mr. Scott: We offer this in evidence, Mr. Examiner, as Complainant's Exhibit No. 6.

[fol. 381] Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 6, Witness Tams, Jr.," and the same is forwarded herewith.)

By Mr. Scott:

Q. What have you to say about this exhibit?

A. This exhibit shows the coal loadings from both local and joint mines on the Virginian by months during the period January, 1921, to and including July, 1922, and also the monthly average for the 19 months' period.

I wish to call attention to the fact that the average monthly loadings from local Virginian Railway mines during the period were 318,805. This figure is shown at the bottom of the column headed "Tonnage from Local Virginian Mines."

It will be noted that the tonnage from the local Virginian Railway mines represented 58.5% of the total Virginian shipments from its local and joint mines. The maximum shipments from Virginian local mines in any one month (June, 1922) represented 465,748 tons, or 64.8% of the total tonnage via the Virginian Railway from its local and joint mines.

I should also like to call attention to the figures shown in the last two columns of the exhibit under the heading "Tonnage from Joint Virginian Mines via Chesapeake & Ohio and Virginian."

Under this head it is shown that the joint Virginian mines shipped via the Chesapeake & Ohio Railway during [fol. 382] the 19 months' period an average tonnage of 342,077 tons per month. This tonnage represented 51.8% of the total Virginian joint mine tonnage.

Q. Is there any further statement you wish to make in order to bring out more plainly the showing made by the exhibit?

A. No. The exhibit is easily understood, and speaks for itself. It shows at a glance that where mines in the New River District are served jointly by the Chesapeake & Ohio and Virginian railways, such joint operations avail themselves of Chesapeake & Ohio service to the extent of about one-half of their total shipments.

In this respect the joint mines, of course, have a very great competitive advantage over the mines located locally on the Virginian Railway in the New River District.

Q. What is the source of your information for your Exhibit No. 6?

A. That is taken from reports furnished monthly by the Secretary of the Winding Gulf Operators' Association, whom I am advised obtains his Chesapeake & Ohio tonnage report from the railway and his Virginian tonnage from the Department of Mines at Charleston.

Q. As you have stated, your exhibit indicates the mines served jointly by the Virginian and the Chesapeake & Ohio [fol. 383] railways divide their tonnage about half and half. Have you any information as to what portion of this joint tonnage handled by the Chesapeake & Ohio Railway moves westbound?

A. I have not worked up the percentage on this point, but it is my belief that more than 50% of the tonnage shipped over the Chesapeake & Ohio Railway from joint mines goes westward.

Q. If the Virginian Railway should be required by the Interstate Commerce Commission to establish group rates from its mines in the New River District to the Western markets, what do you estimate would be the average daily movement from the Virginian mines through the Deep-water gateway?

A. On my Exhibit No. 6 I show that the local Virginian Railway mines have shipped an average of 318,000 tons per

month. Assuming that the same percentage of this tonnage would move westbound as now moves in that direction from the Chesapeake & Ohio New River District mines, that is to say, about 25%, the movement through the Deepwater gateway would be something less than 80,000 tons per month, or an average of about 65 cars per day.

Q. Would you say that the opening up of the Western markets to the mines of the Gulf Coal Company is necessary, if it hopes to continue to its full development and keep pace with competing mines in the New River, Pocahontas [fol. 384] and other districts now enjoying New River rates into these markets?

Mr. Bell: Just a minute. May I get the last answer to the last question? You are talking pretty fast.

By Mr. Bell:

Q. What was your claim of the Virginian Railway tonnage west in the event—

A. (Interposing.) 80,000 tons per month, or an average of about 65 cars per day.

Mr. Bell: What was the next question?

Examiner Hunter: The reporter will repeat the question.

(The reporter read the question as follows:)

“Q. Would you say that the opening up of the Western markets to the mines of the Gulf Coal Company is necessary, if it hopes to continue to its full development and keep pace with competing mines in the New River, Pocahontas and other districts now enjoying New River rates into these markets?”

The Witness: I say, I consider the access to the Western markets absolutely essential to our future development.

By Mr. Scott:

Q. Do you speak in this proceeding for any of the companies who have filed intervening petitions?

A. Yes, I speak for the Wyoming Coal Company.

Q. What is your connection with the Wyoming Coal Company?

A. President of the company.

Q. Where is this company located?

A. At Wyco, W. Va., which is a coal-shipping station on the Winding Gulf Branch of The Virginian Railway [fol. 385] between Mullins and Amigo, W. Va., Amigo being located near the point designated on my Exhibit No. 1 as Stone Coal Junction.

Q. What is the present allotment of the Wyoming Coal Company's mine?

A. 1,700 tons per day.

Q. Does the testimony which you have given as to the character and quality of coal produced at your Hot Coal mine, also the desirability and necessity for a western outlet for the coal produced at that mine, apply equally to the Wyoming Coal Company's mine?

A. Yes, the situations are identically the same. I might say further, in this connection, that the mine of the Wyoming Coal Company must depend entirely upon the Virginian Railway service as there is no possibility of joint operation at the present time unless the Chesapeake & Ohio Railway should extend its track south of Stone Coal Junction, or enter into trackage rights agreements with the Virginian Railway as it has done in other parts of the New River District.

Q. As I understand it, then, the Wyoming Coal Company would not be benefited in this proceeding except by the establishment of joint through rates westbound from local Virginian coal-shipping stations?

A. That is correct.

[fol. 386] Q. Mr. Tams, are you interested in any operation in the New River District served jointly by the Chesapeake & Ohio Railway and The Virginian Railway?

A. Yes, sir; I am interested in the Gulf Smokeless Coal Company.

Q. Where is the mine of that company located?

A. At Tams, W. Va.

Q. At that mine, do you have actual physical connection with both the Chesapeake & Ohio and Virginian, or is it a joint mine through the operation of some operating agreement between the two roads?

A. At our Tams mine, we have actual physical connection with both roads, the connecting tracks having been built at

the expense of the Gulf Smokeless Coal Company, with the exception of the cost of the rails.

Q. Do you find that it is of any particular advantage to your Tams mine to be able to reach both eastern and western markets?

A. Yes, we find it to be of material advantage both in the matter of rates and in the matter of wider markets, and also in the matter of car service.

Q. What do you mean when you say joint operation is of advantage to you in the matter of car service?

A. I mean that under the present existing car service [fol. 387] rules a mine jointly served by two railways is allowed to order 75% of its daily allotment from each of the two railways, thus giving it at least 50% advantage in the daily car supply over mines located locally on either one of two roads.

Q. You make that statement from your actual experience between your local and joint mine?

A. Yes, sir.

Q. Have you prepared a statement illustrating how in times past the western outlet for the coal produced at your Tams mine has worked to your advantage?

A. Yes, sir, I have prepared such a statement.

Mr. Scott: We offer the statement in evidence as Complainant's Exhibit No. 7.

Examiner Hunter: It will be received in evidence.

(The statement referred to was received in evidence, marked "Complainant's Exhibit No. 7, Witness Tams, Jr.," and the same is forwarded herewith.)

By Mr. Scott:

Q. This exhibit speaks for itself, does it not, Mr. Tams?

A. Yes, sir.

Q. How do you happen to have the information shown on this exhibit, and for what purpose or purposes was it prepared?

A. Some time ago there was a proceeding before the Interstate Commerce Commission involving compensation to the Virginian Railroad for the use of the property of that [fol. 388] company during the war.

One of the principal points made by the Virginian Rail-

way in the claim for compensation was the fact that following the beginning of the war in August, 1914, there was a great demand for vessels to carry munitions, foodstuffs, etc., abroad, and many vessels were withdrawn from the coast-wise trade of the United States for this purpose, thus cutting down the tidewater coal business of all carriers handling tidewater coal. At the request of the Virginian Railway, I compiled figures showing the experience of our company, which bore out the Virginian Railway's claim. I was also a witness in the proceeding which, as I understand, is known as Compensation Docket No. 18.

Mr. Carmalt: For your information I will say that that proceeding was before the Board of Referees, and not before the Interstate Commerce Commission.

Mr. Scott: A board of referees of the Interstate Commerce Commission.

Mr. Carmalt: Appointed by the Interstate Commerce Commission.

By Mr. Scott:

Q. I take it, then, from what you say, Mr. Tams, the coal operator in the New River District enjoying both Chesapeake & Ohio and Virginian rates and service is at a considerable advantage as compared with the coal operator located locally on the Virginian Railway in the same district? [fol. 389] A. Undoubtedly. There is no question about it.

Q. If you had no interest in coal mines except at the Gulf Smokeless Coal Company, which is a joint mine, would you favor the Virginian establishing joint rates west?

A. I would object to it strongly, as, from a selfish viewpoint I would like to retain the western market to the people now enjoying it and retain the advantages enjoyed by a joint mine over competing mines which do not get joint car supply and the better market and demand afforded by a western outlet.

Q. Does the price of coal shipped west exceed, as a general rule, the price of coal shipped east?

A. Yes, in the period covered by Exhibit No. 7, the coal was diverted by us to the western market because it commanded a much better price.

Q. Does the same condition obtain at present and generally since the termination of the war?

A. Yes, the market averages from 15 cents to \$2.00 per ton better in the west than in the east.

Mr. Bell. May I suggest that you ask these questions a little bit slower. It is awfully hard to make any notes.

Mr. Scott: Yes, we will try to do that.

Mr. Bell. Unless you are prepared to give us a copy of those questions.

Mr. Scott: I am going to anticipate, if this is permissible, [fol. 390] an exhibit which is to be offered a little later on by another witness.

Examiner Hunter: This is the exhibit that the other witness will offer?

Mr. Scott: Will offer.

Examiner Hunter: Do you wish to have it marked for identification, now?

Mr. Scott: We will ask to have it marked for identification and I will ask Mr. Tams a question or two in connection with it.

Examiner Hunter: Very well. If there is no objection, that will be done.

(The paper referred to was marked for identification, "Complainant's Exhibit No. 8.")

By Mr. Scott:

Q. Mr. Tams, this exhibit purports to show the prices obtained by Mitchell & Dillon Coal Company on low volatile domestic coal in the Chicago market from April 1, 1921, to March 31, 1922.

This exhibit shows the prices for both prepared and mine run coal. I notice that during the months February, March and April, 1922, this exhibit shows the prices of mine run coal, \$1.75 per ton in the Chicago market. Are you able to state what price you obtained for coal in the eastern market during those same three months?

A. We sold as low as \$1.20 per net ton at the mines, and [fol. 391] at no time higher than \$1.47 per net ton at mines.

By Mr. Bell:

Q. For mine run?

A. For mine run, spot coal.

By Mr. Scott:

Q. Does the price of \$1.75 shown for those three months include a commission, or do you know?

A. That includes commission of not to exceed 14 cents, making a net return to the mines of not less than \$1.61.

Q. What was the eastern market to which you refer?

A. As I have just stated, we took prices from \$1.20 to \$1.47.

By Examiner Hunter:

Q. Net?

A. Net, ton, to the mine.

Mr. Scott: Did your question refer to——

Examiner Hunter (interposing): Whether the commission was out or in. That is what I had in mind.

Mr. Scott: I see.

You may question Mr. Tams.

Cross-examination.

By Mr. Carmalt:

Q. You have spoken of your interest in the Gulf Smokeless Coal Company and in the Wyoming Coal Company. Have you an interest also in the Wilton Smokeless Coal Company?

A. No.

Q. You have no interest at all in that company?

A. None whatever.

[fol. 392] Q. Are you associates in the ownership of the Gulf Coal Company the same as the associates you have in the Gulf Smokeless Coal Company and the Wyoming Coal Company?

A. Not altogether, no, sir.

Q. Are the Gulf Smokeless Coal Company and the Gulf Coal Company identical in ownership?

A. No, sir.

Q. Are all of the stockholders that are interested in the one interested in the other——

A. (Interposing.) No, sir.

Q. (Continuing:) —but in varying amounts?

A. No, sir.

Q. What are the substantially controlling interests? Are they both the same in the two companies?

A. The Government said not when refusing to allow us joint tax returns.

Q. I am asking you——

A. (Interposing.) I am giving you the Government's answer, with which I coincide.

Mr. Carmalt: I have no further questions.

By Mr. Patterson:

Q. Mr. Tams, will you look at your Exhibit No. 5?

A. Yes, sir.

Mr. Carmalt: May I ask one or two questions that I overlooked?

[fol. 393] Mr. Patterson: Go ahead.

By Mr. Carmalt:

Q. Your first operation in the New River field was at Tams, wasn't it?

A. Yes, sir.

Q. When did you and your associates acquire the Gulf Coal Company property?

A. In 1912.

Q. That is the Hot Coal mine?

A. Yes, sir.

Q. When did you and your associates acquire the Wyoming Coal Company?

A. We leased that in 1914.

Mr. Carmalt: I think that is all.

By Mr. Patterson:

Q. You show as joint mines Virginian and Chesapeake & Ohio, 57, and apparently you have included the Kanawha, Glen Jean & Eastern mines in that list?

A. Yes, sir.

Q. You know, do you not, that the Chesapeake & Ohio does not serve mines on the Kanawha, Glen Jean & Eastern?

A. The statement which I intended to make was that

those mines had access to the western markets via the Chesapeake & Ohio Railway.

Q. At the district rate?

A. No, sir. I understand, although I do not know of my own knowledge, that they have a 15-cent arbitrary against [fol. 394] them.

Q. And the district rate is applied from Kilsyth Junction, the junction with the Chesapeake & Ohio, isn't it?

A. I understand at the present time that is correct, yes, sir.

Q. On your Exhibit No. 6 that total tonnage from local and joint—the last column on the exhibit No. 6, tonnage from joint Virginian mines via Chesapeake & Ohio, would that include the Kanawha, Glen Jean & Eastern tonnage?

A. Yes, sir.

Mr. Patterson: I just wanted to clear that up.

By Mr. Avis:

Q. Will you please look at Exhibit No. 5.

A. Yes, sir.

Q. Can you give us the names of the companies that own the respective mines in there?

A. I am not sure, Capt. Avis, that I could give the official name of each company, but I could have access to the information and get it for you.

Q. Would you do that and file it with the car allotment of each?

Mr. Scott: I think the railroads would probably be in a better position to furnish that more accurately than we would.

The Witness: We would call upon the two railroads to do so, and I do not doubt but what they would do so.

Mr. Avis: It is almost impossible for me to identify the [fol. 395] companies from the mines listed here.

Mr. Scott: We would be glad to do the best we can, but I really think that the railroad can furnish that.

Mr. Avis: I do not think the railroads have that.

The Witness: I could undertake to get that by this afternoon.

Examiner Hunter: Unless we get it into the record before adjourning, file it within ten days.

By Mr. Bell:

Q. May I ask, Captain, that you indicate the Glen Jean mines right now, just which are the Glen Jean mines?

A. They open them up so fast over there that I am not sure that I can do so.

Q. If you haven't it, can you get it?

A. I can get it within the ten days.

Q. All right. Capt. Tams, I wish you would give us the population of the town of Hot Coal.

A. We haven't made any census of Hot Coal, that not being customary, in coal camps, but I should say that the population would be about 350 to 400 people.

Q. Are there any other industries at Hot Coal other than the mine of the Gulf Coal Company?

A. No, sir.

Q. Are all of the houses at Hot Coal owned by the Gulf Coal Company?

[fol. 396] A. Yes, sir.

Q. In other words, the town of Hot Coal, practically speaking, is the Gulf Coal Company?

A. Yes, sir.

Q. You testified that the character of the coal mined by the Hot Coal mine is what is known as low volatile smokeless?

A. Yes, sir.

Q. Do you know whether, as a practical matter, that kind of coal comes into competition with what is known as high volatile coal, as a general rule?

A. All coal comes into competition to a certain extent, with all other coals, but smokeless coal does not come into competition with high volatile coal, to a very great extent.

Q. In other words, they are used for different purposes, as a general rule?

A. Yes, sir.

Q. Does the Gulf Coal Company maintain any sales agencies in the West?

A. No, sir, it has no access to the West.

Q. Do the other companies in which you are interested maintain sales agencies in the West?

A. That company in which I am interested which had joint mine rating, that is to say, the Chesapeake & Ohio

Railway connection, which enables it to get west, maintains [fol. 397] a selling agency in the west.

Q. At what point?

A. At Chicago and at Detroit. We have arrangements with two companies.

Q. Does the Gulf Coal Company come into competition, active competition, with mines other than those located in the smokeless district?

A. Not into what I would call active competition.

Q. In other words, from a practical standpoint, the competition of the Gulf Coal Company is confined to the New River District, and the Pocahontas District of the smokeless coal district, generally speaking?

A. Principally, it is confined to the smokeless coal, although it comes in competition with all other coals to a certain extent, as all mines do.

Q. Just like coal comes into competition with wood?

A. I would hardly call that a fair comparison; just as good coal comes in competition with bad coal, I would say.

Q. Then you put your coal, or the smokeless coal in the class of good coal and coal outside of the smokeless district as in the class of bad coal, relatively speaking?

A. Relatively speaking, I should say good coal, yes, sir.

Q. If I may put it in another way, the Gulf Coal Company has no difficulty in meeting the competition of coal outside of the smokeless district?

[fol. 398] A. Oh, yes, sir. When you confine the smokeless district to the West Virginia smokeless district we come into active competition with smokeless coal of Pennsylvania.

Q. When I said "smokeless coal," I meant wherever produced.

A. Yes, sir. We come into competition with smokeless coal wherever produced.

Q. You stated the joint mines served by the Virginian and the Chesapeake & Ohio in the New River District have access to the western market. Did you intend to convey by that answer those mines have the benefit of the Virginian Railway cars in the western market?

A. No, sir. They have the benefit of the Chesapeake & Ohio cars in the western market and both the Chesapeake & Ohio and Virginian cars in the eastern markets.

Q. So that so far as the western market is concerned, the joint mines are the same as local mines on the Chesapeake & Ohio?

A. I cannot see that, no, sir.

Q. They do not get any Virginian cars to the west, do they?

A. No, sir; but they take care of their eastern business with Virginian and Chesapeake & Ohio cars, and then have the Chesapeake & Ohio cars for the western business.

Q. Does your Tams mine ship any eastern business, and if so, what percentage over the Chesapeake & Ohio?

A. We ship a certain tonnage east. As to the exact per- [fol. 399] centage, I have not worked it out now and I could not answer offhand.

Q. Is it more or less than 50%?

A. Taken over a period of time, it is less than 50%—very much less.

Q. Over the Chesapeake & Ohio?

A. Yes, sir.

Q. What is the situation at the present time?

A. At the present time the Chesapeake & Ohio has been blocked toward the west by the inability, as they say, of connecting lines to accept loads. And in the period of the last 30 days, we have shipped more Chesapeake & Ohio coal east than west, not due to the markets, but due to the temporary disability of the Chesapeake & Ohio.

Q. How long has this blocked condition of the Chesapeake & Ohio west been in effect?

A. There was some difficulty, as I recall it, in August, and there was an embargo laid of about a week or two weeks, last month.

Q. Is this blocked condition of the Chesapeake & Ohio, the present blocked condition of the Chesapeake & Ohio something entirely unheard of, or is it of frequent occurrence?

A. I would not call it of frequent occurrence, because in the ten years we have been connected to the Chesapeake & Ohio at Tams we have averaged a considerably larger [fol. 400] tonnage west over the Chesapeake & Ohio than we have shipped east over the Chesapeake & Ohio. If the blocked condition had been general and of frequent occurrence, we could not have made that record.

Q. But, as you previously testified, you use the Virginian east, and when you market west the Chesapeake & Ohio hauls the shipment of very much coal west. Is that correct?

A. Yes, sir; we use the Virginian, principally, east.

Q. I wish you would state for the record the time previous to the present when the Chesapeake & Ohio was blocked west.

A. Would you mind defining what you mean by "blocked"?

Q. Or when the Chesapeake & Ohio was having any difficulty in handling the westbound business to the extent that they declared an embargo, for example.

A. I do not recollect any particular embargoes besides those which I have just mentioned, although there may have been such embargoes, but my memory does not carry them as to times and days.

Q. Do you receive complaints from time to time from your customers as to the receipt of the coal which they have ordered from your mines, for example? In other words, if the coal is not delivered promptly, do you hear from your customers about it?

A. I cannot say that I do. Our sales agents in the west may receive such complaints, but they would not come [fol. 401] directly to me.

Q. After the sales agencies in the west have received such complaints, do they take the matter up with your people?

A. I fancy they would take it up with the local representative of the Chesapeake & Ohio to obtain better service if they had any complaint to make of service, they knowing I do not operate the Chesapeake & Ohio Railway.

Q. Don't your western representatives ever take up with you the question as to why they do not get the coal they have ordered from you?

A. Whenever there are embargoes we get in communication with them, and they with us as to when we think the embargo will be lifted. We keep in touch, yes, sir.

Q. When there are no embargoes in effect do you ever hear from your western representatives as to why they do not receive coal which they have ordered from you?

A. I cannot say that over a 10-years' period we have

received any great amount of complaints that coal does not go through with reasonable promptness.

Q. Do you look after such matters as that, Mr. Tams, on behalf of your company, or is that handled by some other official?

A. I do it myself.

Q. You do it yourself?

A. Yes, sir.

[fol. 402] Q. So you would know of such conditions if any existed?

A. Yes, sir.

Q. Do you ever receive any complaints from your Eastern representatives regarding the movement of coal?

A. To tidewater?

Q. Yes, or to the East?

A. Yes, we have had such complaints.

Q. On the Chesapeake & Ohio or the Virginian?

A. On both. There are times when both of them have transportation difficulties and coal does not move as fast as normally.

Q. Regarding your Exhibit No. 4, do you know how those totals would be affected if the railroad fuel tonnage was added?

A. I do not absolutely know, but it is my opinion that the railway has not been getting in the period covered by this exhibit but very little fuel from this district, the New River District. They have been getting their fuel, as I understand it, from the high volatile district, so that the period in question, I do not think it would be much affected, but I do not speak by the book, in saying that.

Q. Where is the high volatile district with reference to Deepwater?

A. West of Deepwater.

Q. West of Deepwater?

[fol. 403] A. Yes, sir.

Q. So, then, at the present time most of the fuel supply of the Chesapeake & Ohio Railway moves from west of Deepwater to east of Deepwater?

A. It moves from west of Deepwater to whatever points of consumption the Chesapeake & Ohio has for its fuel, which is both east and west, I take it, of Deepwater.

Q. Do you know from your general knowledge how the

consumption of fuel by the Chesapeake & Ohio would appear east and west of Deepwater?

A. I could only hazard a guess as to that, Mr. Bell.

Q. As a man experienced in such matters, let us have your guess.

A. My guess would be that there would be more coal handled east of Deepwater for fuel than west, because the mountain division is east. The heavier grades are east, and the use of locomotive fuel, I think, would be greater through such mountain divisions than in the flatter Ohio River divisions, west.

Q. Do you take into consideration in that answer the subsidiary lines of the Chesapeake & Ohio west, as well as the Chesapeake & Ohio itself?

A. As I stated before, it is a guess, and I could not vouch for its accuracy, Mr. Bell.

Q. I wish you would give a little more in detail the alleged [fol. 404] advantages which you claim a joint mine has over a local mine.

A. To illustrate, with a sample mine, the Gulf Smokeless Coal Company at Tams, has an allotment of 45 cars per day, at the present time. There is a deficiency of cars supplied by both the Virginian and the Chesapeake & Ohio Railways. As a joint mine Tams is permitted to order each day 75% of its allotment from each road. That is to say, it is enabled to order 1,700 tons each day from both the Virginian Railway and the Chesapeake & Ohio Railway.

If each road is furnishing a 30% car supply we will receive 30% of 1,700 tons, or 510 tons from each road, or a total of 1,020 tons from the two roads.

If we were a single mine on the Virginian Railway, we would get 30% of 45 cars, which would amount to 650 tons, roughly, as against the 1,000 tons which we would obtain as a joint mine.

In addition to that, we have access, as a joint mine, to markets which the local Virginian mines can reach.

Furthermore, in actual performance it is possible if one road has a particular disability such as a wreck tying up the system for two or three days, to discontinue ordering on that road and order on the other road during such disability period.

Q. With reference to your statement of the advantages from a car supply standpoint, as I understand it, those [fol. 405] advantages are predicated on the present rule which permits a joint mine to order 75% of its rating from each road?

[fol. 406] A. Yes, sir.

Q. Suppose the Interstate Commerce Commission should decide that joint mines should be permitted to only order 100% of their rating from all the roads which served them, what effect would that have upon the advantage of joint mines from a car distribution standpoint?

A. A joint mine would then have no advantage over a local mine excepting if one of the two roads supplying a joint mine furnished a bigger percentage of car supply than the other. For example, if a mine was local to the Virginian Railway, and the Virginian Railway was only furnishing 25% average daily supply that mine could only get 25% of its allotment daily.

If a mine was a joint mine served by the Virginian Railroad and the Chesapeake & Ohio, and the Chesapeake & Ohio would be able to furnish 60% car supply daily average, as against the 25% of the Virginian, the joint mine could cease ordering from the Virginian, and could order from the Chesapeake & Ohio and get 60%, that is, the filled average of its daily allotment as against the local Virginian mine being able to get only whatever the local Virginian supply happened to be.

Q. Then even on a 100% rule basis you claim a joint mine would have some advantage over a local mine, on either the Virginian or the Chesapeake & Ohio?

A. It would have some advantage in car supply if the two [fol. 407] roads did not have available for supply exactly the same percentage, and it would at all times enjoy an advantage as to character of markets. If one of the two roads, one of the two joint roads did not reach the markets that the other reached.

Q. With reference to your testimony regarding the probable movement of western coal via the Virginia Railway in the event that the through route is established, as I understood you, you stated that the probable western movement of coal from mines on the Virginian Railway would aggregate about 80,000 tons per month in the event that the

movement on the Virginian Railway would average about the same as to that direction as on the Chesapeake & Ohio. Is that correct?

A. Yes, sir.

Q. Which is about 960,000 tons per year?

A. Yes, sir.

Q. Is it your idea that if 960,000 tons per year originated on the Virginian Railway and moved west that the tonnage of the Virginian Railway toward the east would remain the same, or would it be decreased?

A. It would be decreased by that 25%, excepting as it builds up each year by the opening of new mines, and by the increased capacity of old mines.

Q. What effect do you think the movement of 960,000 tons per year originating on the Virginian Railway will have upon the tonnage west originating on the Chesapeake [fol. 408] & Ohio?

A. Not operating the Chesapeake & Ohio Railway, I would not give it a great deal of worry, leaving it to the railroad, as I understand that the law enjoins upon it to provide the facilities necessary to handle the business offered it.

Q. I was asking the question, Mr. Tams, from the standpoint of the operators on the Chesapeake & Ohio.

Do you think the introduction of a total tonnage of 960,000 tons per year originating on the Virginian Railway would have any effect on the tonnage originating on the Chesapeake & Ohio moving west?

A. The tonnage of the Chesapeake & Ohio is, roughly, I think, about 30,000,000 tons per year, in normal times.

Q. Moving west?

A. Total movement.

The introduction to the Chesapeake & Ohio of another million amounts to about 3%. I should not consider it a matter of terrific alarm to the Chesapeake & Ohio shippers.

Q. What percentage of that 30,000,000 tons per year originating on the Chesapeake & Ohio moves west?

A. 25% in the smokeless fields. But the other fields of the Chesapeake & Ohio, which are their largest producing fields, I fancy that an overwhelming percentage goes west.

Q. Then I gather from your answers, Mr. Tams, that the movement of 960,000 tons per year of coal originating on

[fol. 409] the Virginian would have little effect on the total movement of coal moving from West Virginia to the west?

A. It would have a small percentage of effect on the Chesapeake & Ohio as to the total movement, if that is what you mean.

Q. I am trying to find out just what the effect would be.

A. On what, and on whom?

Q. Well, the effect on the general public, for example.

A. You have just brought out that the smokeless coal competes principally with itself. The percentage of additional smokeless coal going west under our estimate would be about 12%. That would be sufficient, I think, to benefit the public in the matter of prices.

Q. Then as I understand it, you think that the coal which the Chesapeake & Ohio now moves west from the New River District would continue about the same?

A. I think so, yes, sir.

Q. Then if the Virginian Railway and the Chesapeake & Ohio move 960,000 tons per year west, whereas now the Virginian Railway moves all of that coal east, that will take out of the eastern market some coal now originating on the Virginian road?

A. Yes, sir, which will be replaced by other coal, I believe.

Q. Then any effect which the movement of 960,000 tons of Virginian Railway coal west will have, will have the [fol. 410] reverse effect upon the reduction of 960,000 tons per year moving east, will it?

A. If it is not replaced by other coal moving east it would, yes, sir.

Q. On the Western coal business of your Tams mine, where does most of that coal move?

A. Into what we call the Chicago district.

Q. Moves beyond the Ohio River, for example?

A. Yes, sir.

Q. Would you care to hazard an opinion as to the percentage that moves beyond the Ohio River?

A. Oh, 95%.

Q. 95%?

A. Yes, sir.

Q. In that territory, Mr. Tams, what competition do you meet?

A. We meet other smokeless coals and anthracite, to a certain extent, and high volatile coals.

Q. What districts produce coal north of the Ohio River?

A. The high volatile districts and the Pennsylvania smokeless coal goes west, north of the Ohio River, as well as anthracite.

Q. Have you any opinion as to the percentage of coal consumed north of the Ohio River that comes from the New River District?

[fol. 411] A. I haven't those figures at hand, no, sir.

Q. Have you any opinion as to the percentage which 960,000 tons per year bears to the total tonnage of coal consumed north of the Ohio River?

A. No, sir.

Q. Would it be a small or a large percent?

A. I should say, offhand, it would be a rather small percentage.

Q. Very small, wouldn't it?

A. Yes sir, I should say so.

Q. Did I understand you correctly today, Mr. Tams, that the western outlet was absolutely necessary to the future existence of your Hot Coal mine?

A. It is absolutely necessary for us if we are to compete with our neighbors, competitors, and to operate as successfully and fully as they do, yes, sir.

Q. How long have you been of that opinion?

A. I have been of that opinion ever since the Virginian Railway has by connecting with mines already enjoying Chesapeake & Ohio facilities in western markets, put itself in a position where it could no longer offer to straight Virginian Railway shippers and everyday car supply which was one argument as against the western market. We had the advantage in years past of a 100% car supply, practically.

Q. How many years ago? You say "in years past."

[fol. 412] A. It has been several years ago that we had that advantage to offset against the western markets. We now have neither the western markets nor the full car supply. When that condition changed, my opinion changed.

Q. Were you of that opinion when you purchased the Gulf Coal Company mine?

A. I was of the opinion at that time that our everyday car supply, while the Chesapeake & Ohio mines had two or three

days a week at that time, more than offset the western market.

Q. Were you of that opinion when you became interested in the Wyoming mine?

A. Yes, sir, at that time the Virginian Railway had practically 100% car supply, and the Chesapeake & Ohio mines which had the Western outlet did not have it.

By Mr. Carmalt:

Q. Would your opinion change if a 100% car supply on the Virginian Railway were restored?

A. No sir, because the 100% car supply on the Virginian Railway could not be restored without giving to our competitors who have the Chesapeake & Ohio western markets the same 100% car supply, and leaving them with the advantage of the western market.

By Mr. Bell:

Q. Are you interested in the Morris Smokeless Coal Company?

A. I think you mean the Covel Smokeless Coal Company. [fel. 413] Q. Where is that mine located?

A. It is located a mile and a half east of Herndon, on the main line of the Virginian Railway.

Q. What is the extent of your interest in that mine?

A. I am President of that company.

Q. Why isn't the Covel Smokeless Coal Company participating in the complaint, or the intervention?

A. Because we thought that sufficient people were already interested. There was no particular reason, Mr. Bell.

Q. When did you become interested in the Covel Smokeless Coal Company?

A. I think we organized that in the fall of 1919, or it may have been the early spring of 1920.

Q. Will you please repeat your answer, Mr. Tams, to the question of Mr. Scott, as to what would be your attitude in this case if you had this siding at Hot Coal to the Chesapeake & Ohio. Didn't you ask a question along that line, Mr. Scott?

Mr. Scott: No.

The Witness: There was no such question.

Mr. Scott: I asked him what his attitude would be in this case if he were not interested in straight Virginian Company mines; if his sole interest was in his Gulf Smokeless Coal mine at Tams.

By Mr. Bell:

Q. Do you know, in a general way, Mr. Tams, what conditions were largely responsible for the situation portrayed by your Exhibit No. 7, or is that explained in the note?

A. It is explained in the note.

Q. That situation does not exist at the present time—that is, the causes of the condition there portrayed?

A. Not that particular cause of dull tidewater business, no, sir.

Q. Did the figures as to prices which you named in connection with Exhibit No. 8 include contract as well as spot coal?

A. No, sir; that was spot coal.

Q. Spot coal only?

A. Yes, sir.

Q. How do the figures compare on contract coal?

A. I do not remember, without our records, but we had comparative basis of spot prices. The contract at that period I do not remember.

Q. The prices which you named last were the prices of coal purchased from your company?

A. Yes, sir, spot coal.

Q. What is the Mitchell & Dillon Coal Company? Is it a brokerage concern?

A. They are brokers of coal, and they represent us, however, as a sales agency on a commission basis.

[fol. 415] Q. And the prices named in this exhibit, as I understand it, are the prices of the coal which you received from them, or the prices which they received from the consumers?

A. As I testified, they are the prices from the consumer, from which a commission of not to exceed 14 cents is to be deducted.

By Mr. Avis:

Q. Does that refer to the western coal?

A. Yes, sir.

By Mr. Bell:

Q. Are the prices on this exhibit the prices which you received on coal sold by them, or the prices which they received on all coal sold by them, on the average?

A. It is prices of coal which we received, less their commission. I do not know whether they returned those same prices to other people. I do not know their arrangements with other firms.

Q. Then you are not prepared to say that the prices named on this exhibit are typical of the price situation west?

A. I prefer to let Mr. Dillon answer that when he is put on and files that exhibit.

Q. Is your company interested in operating any boats coastwise from Hampton Roads?

A. No, sir.

Q. Who sells your coal that you ship east? Do you sell it direct, or is it sold—

A. (Interposing.) I sell it direct at the mines.

[fol. 416] Q. How long has that been the case, Mr. Tams?

A. Ten years.

Q. Didn't you testify in this Compensation Case you just referred to, that up until the year 1917, you sold your coal through Sprague and the Northern Coal Company?

A. We sold through them.

Q. F. O. B. the piers?

A. Yes, sir.

Q. But since 1917 you sold f. o. b. mines?

A. There is no difference between the two existing—the freight is added in the one, and not in the other.

Q. That is a matter of argument. Prior to 1917, please explain whether when you shipped coal to tidewater, the concerns whom you shipped it to had a market for it, or was it shipped to tidewater, subject to whatever market those concerns could get for it?

A. We sold it before we shipped it, but we billed it to ourselves at tidewater for the purposes that I do not think are pertinent to this investigation, but they paid the freight when they brought the coal, although the coal was consigned to us. I do not know whether that is clear. That is rather an involved statement.

Q. Let me see if I have a correct understanding of the facts. Prior to 1917 you shipped coal to tidewater?

A. Yes, sir.

[fol. 417] Q. And took whatever you got for it down there. Is that the situation?

A. No, sir. We sold it first and then billed it down there, but we billed it to ourselves, and turned it over to the purchaser down at tidewater, who dumped it and paid the railway freight.

Since 1917 we have billed it not to ourselves, but right from the mines to the purchaser.

Prior to 1917 the system we used gave us control of the coal until it reached the piers, and until we notified the railroad to turn it over to the purchaser. Since then it was purchaser's coal from the minute it left the mine.

Q. If all of the mines on the Virginian Railway, all the local mines secure a through route to the west do you think it would have any effect upon the marketing of coal from Chesapeake & Ohio local mines to the west?

A. Would you mind elaborating your question? Effect in what direction?

Q. Would it make it more or less difficult for the Chesapeake & Ohio Railway local mines to sell coal in the west?

A. Naturally, if more people are selling in a market it becomes more competitive, and the market, that is, the purchasing end of the market, would receive the benefit of it. The selling end would have to be more active. It would be a little more difficult to dispose of its coal, yes, sir.

[fol. 418] Q. If your Virginian Railway mines secure a western outlet, do you think it would have any effect upon the price in the western market?

A. If the Virginian Railway local mines secure a western outlet it would add 12 to 13% of the total smokeless tonnage to the tonnage of smokeless coal now available for western movement. I should say that when the source of supply is increased 12 or 13% it would have some effect upon the price in the west, yes, sir.

Q. Then by means of your Hot Coal mine you might reduce the price of coal which is now sold by your Tams mine in the west?

A. It might reduce it slightly, but it would increase the

Hot Coal price considerably more than it would decrease the Tams price.

Q. Didn't you testify in the Compensation case, Mr. Tams, that you would not cut the price of your coal in the west if the Virginian Railway had a western outlet?

A. I would not cut it, but a lessened demand, or an increased supply would tend to make your market less, without any action upon my part, such as cutting the prices. I cannot make markets.

Q. All of those answers are based on the assumption that the amount of the Chesapeake & Ohio Railway coal now going west would remain the same?

[fol. 419] A. Yes, sir.

Q. If the total tonnage of the Chesapeake & Ohio Railway should decrease as much as the tonnage shipped via the Virginian Railway should increase there would be no effect such as you have testified to?

A. If such a thing should happen, which is inconceivable to me.

Mr. Bell: I guess that is all.

Examiner Hunter: Is there any further cross examination?

Mr. Carmalt: Yes.

By Mr. Carmalt:

Q. Mr. Tams, could you reproduce the Tams' shipments over the Chesapeake & Ohio for that period under the same headings that are covered by your Exhibit No. 4?

A. That could be gotten, yes, sir.

Mr. Scott: Of the same months?

Mr. Carmalt: For the same period.

The Witness: Month by month?

Mr. Carmalt: Month by month, for the same period, the experience of the Tams mine, under the same headings.

The Witness: Not immediately.

Examiner Hunter: Within ten days.

The Witness: Yes, sir.

Mr. Scott: Which exhibit is that?

Mr. Carmalt: Exhibit No. 4.

Mr. Avis: They are unable to furnish us copies of exhibits, and therefore we have not had a chance to see the

[fol. 420] exhibit except to glance at them, and later on we may want to ask some questions in regard to them.

Examiner Hunter: At the luncheon period you can take my set to look over, if you wish, and then ask questions after luncheon.

Mr. Avis: All right, sir. I may not wish to ask any questions, but I want to reserve the right.

By Mr. Avis:

Q. Will you please tell me what your car allotment is on the Chesapeake & Ohio off your joint service mine?

A. At present it is 45 cars per day.

Q. When was that fixed?

A. The allotments are changed monthly, based on a preceding month's performance.

Q. You are referring to the Gulf Coal Smokeless?

A. Yes, sir, at Tams.

Q. What is your car allotment for the Virginian Railway?

A. Forty-five cars.

Q. Forty-five cars from each railroad?

A. Yes, sir.

Q. That was changed on the 11th, was it not?

A. Of this month?

Q. Yes.

A. I might say that I have not seen it, Captain.

Q. You are speaking of last month?

[fol. 421] A. Yes, sir.

Q. I think it has been reduced this month, hasn't it?

A. We heard this morning to that effect, but not officially, that all allotments had been reduced by the Virginian Railway.

Q. Then your allotment from each railroad is the same, as I understand, as of last month?

A. As of last month, yes, sir.

Q. Major Tams, referring to Exhibit No. 8, if I understood your answers to Mr. Bell, you stated the prices named in the exhibit, to those prices should be added a commission of 14 cents?

A. No, sir; from those prices should be deducted a commission not to exceed 14 cents.

Q. That is on your coal sold in western markets?

A. Yes, sir. That is, Captain, for the period January, February, March and April, 1922 that commission does not exceed that.

Q. As to the other figures on that, it may be different?

A. Yes, sir.

Q. I understand in January, February and March, 1922, low price was \$1.20 per net ton in the Eastern market?

A. Yes, sir.

Q. The price in the Eastern market for the same coal was \$1.20 to \$1.47 per ton?

[fol. 422] A. Yes, sir.

Q. While in the Western market the low price was \$1.75?

A. Less not to exceed 14 cents commission, which would—

Q. (Interposing.) Which would make a net of \$1.61?

A. Yes, sir.

Q. Will you please explain why that difference in price?

A. Because in the west I imagine that there was a bigger demand than in the East; that the Virginian shipper had to ship—was compelled to ship into a market in which there was no demand, and had to take whatever the purchaser cared to offer.

Q. Is that a fact, or is that just imagination?

A. It is a hard fact to a coal operator.

Q. Do you mean to say that in January, February and March, there was no market east?

A. There was no market which would pay a better price—

Q. (Interposing.) That is what you mean, the better priced market. But there was a market in the east, and you might have sold your coal in the east?

A. I never gave it away; yes, sir.

Q. You never sold it at the prices named there, \$1.20 to \$1.47?

A. I can only say that I had more difficulty in selling as much as I did at those prices.

Q. Isn't it a fact, Captain, because of the fact of the [fol. 423] Sewalls pier, and the fact that the Virginian Railway has one outlet, that the price of coal east is usually less than it is in the west, on smokeless coal?

A. I think so.

Q. Then the fact that there are no joint through rates at

the present time, or in the past, has enabled the public in the east to get coal cheaper than they could otherwise do?

A. To a certain extent I think that is true, a small amount cheaper.

Q. Then to what extent, and how is the purchasing public going to be benefited by joint through rates?

A. By preventing discrimination now existing between western markets and the eastern, and give the western markets the benefit of lower prices, and let the eastern market cease to be benefited by discriminating conditions against the west; equalizing of conditions.

Q. Isn't the western market now more highly competitive than the eastern market?

A. The price returns would not seem to so indicate.

Q. I do not mean just here recently, because conditions are abnormal, but I mean in the past.

A. Over a period of years, as an average, the west is a better market.

Q. You mean for higher prices?

A. Yes, sir, for smokeless coals for us.

[fol. 424] Q. Wouldn't joint rates to the west with the present equipment of the Virginian Railway materially interfere with shipments east?

A. I do not think that it would materially interfere, no, sir, because I do not understand that the Virginian Railway would have to furnish all the equipment used in the joint through movement from the Virginian Railway mines west, if they were granted that rate.

Q. Don't you think that the through joint rates would materially interfere with the operation of a full car supply on the Virginian Railway?

A. I do not think the shrinking of the supply of cars by such a connection would any more injure the present shippers than the opening of new mines on the Virginian Railway, such as the Glen Rogers, which is going to produce 100 cars a day, would interfere.

Q. How long does it take a car, on an average, to make a round trip on the Virginian Railway; that is, from the mines to tidewater?

A. I haven't that information available.

Q. About 16 days, is it not?

A. I do not know, sir.

Q. How long does it take a car for western shipments, on the average, to make a round trip?

A. I do not keep those records.

[fol. 425] Q. Doesn't that run somewhere about 40 days?

A. I do not keep the car service records.

Q. Hasn't the Virginian Railway car allotment been greatly inflated in the past more than it ought to be?

A. What do you mean to designate by the word "past"? What period of time do you mean?

Q. We will say up to November 11. The car allotment on the Virginian Railway was 1,612 cars a day. Isn't that greater than it should be, and isn't it greater in proportion, than that of the Chesapeake & Ohio Railway and the Norfolk & Western?

A. I haven't information available to make an accurate answer to that question.

Q. Isn't it a fact that the ratings of joint mines on the Virginian Railway are greater than on the Chesapeake & Ohio?

A. Our joint mine is the same. I cannot say as to the others.

Q. I believe you stated your allotment at Tams was 45 cars a day, on the Virginian Railway?

A. The last official notice I had.

Q. That would be multiplied by 50 to get the number of tons, I believe?

A. Yes, sir, that is on a 50-ton car basis.

Q. Have you ever gotten that much coal out?

A. We have loaded more than that in a day.

[fol. 426] Q. That is exceptional, though, is it not?

A. It is exceptional to receive 45 cars to load; very exceptional.

Q. You spoke of having a market in the Virginian-Carolina territory; some coal going to that market. Do you know how much goes there?

A. I could not say. We do not work that market actively.

Q. Other Virginian Railway operators do, do they not?

A. I am not acquainted with the distribution of other Virginian Railway operators, and could not say.

Q. Do you know how many tons that market gets?

A. No, sir.

Q. It is somewhere around 7,000,000 tons.

A. I could not say.

Q. You do not know whether the Virginian Railway operators are supplying to that market in the Carolinas and Virginia an average of about two (?) million tons of coal?

A. I do not know that. It may very well be so.

Q. If that should be true, and cars should be taken from the Virginian Railway for western shipment, present equipment, will not that materially destroy that market to those operators along the Virginian Railway who are shipping to that market?

A. If it did so, and it is a hypothetical question, and the answer would be hypothetical, I would say that if it did so [fol. 427] I should think those operators would call upon the railway to furnish the proper equipment, and I see no difference between a market inland east several hundreds of miles off the main line of the Virginian Railway, and a similar one west. I see no reason why the people who have worked up a market inland east should have the same and keep it to the detriment of the people who have a market west and wish to enjoy it.

Q. You do not claim to have a market west beyond the Virginian Railway?

A. We have a market west to which I could put this coal if we had joint competitive rates.

Q. It has not been a sufficient market to maintain a coal selling agency?

A. It has been sufficient to do a very nice business. It has not been sufficient because we have not had joint rates sufficient to get enough of our mines to it.

Q. You have not investigated this market to the Carolinas and Virginia?

A. No, sir.

Q. I thought you referred awhile ago in your testimony in chief to the Carolina or Virginia market?

A. That was mentioned as one of the markets to which we had access.

Q. You do not ship to that market?

[fol. 428] A. Very little.

Q. You have not tried to ship or sell coal in that market?

A. We have made no particular effort; no, sir.

By Mr. Patterson:

Q. Mr. Hotchkiss has procured a statement of fuel tonnage from your Tams mine by months for the years from 1920 to 1921, and for the first six months of 1922, which indicates a movement westbound running along about 33%. I take it that what you previously said, as I understood you, about covering a 10-year period, that you had more than 50% westbound, that you referred to a period prior to 1920?

A. I would like to explain the figures which you have produced by saying that while in the recent period to which you allude only 33% of the Chesapeake & Ohio shipments went west, yet the remaining shipments almost entirely went east to markets not reached by the Virginian Railway, or its connections east, certain special Chesapeake & Ohio markets which, for the purpose of my testimony, is the same as going west, so to speak. That is, it has gone to markets not reached by the Virginian Railway.

Mr. Scott: Are you referring only to the Chesapeake & Ohio loading?

Mr. Patterson: Yes, sir.

By Mr. Carmalt:

Q. Would you mind saying, Maj. Tams, in that connection, whether an important part of that tonnage moving east not reached by the Virginian Railway, came to Wash-[fol. 429] ington?

A. Yes, sir, an important part. I do not think half of it inland east, but possibly 30 or 40%.

Redirect examination.

By Mr. Scott:

Q. When did you first become connected with the coal operations in the New River District on the Virginian Railway?

A. In the fall of 1908.

Q. What was the mine that you have reference to?

A. We commenced the development of the Tams mine at that time.

Q. At that time do you recollect how many coal operations had opened up on the Virginian Railway?

A. As I recall, there were two operations, one at Page and one at Slab Fork.

Q. What is the character of the coal, if you know, produced at the Page mine?

A. It is a high volatile coal, not smokeless coal.

Q. That mine is now owned by the Virginian Railway, is it not?

A. It is so understood by me.

Q. In answer to questions of Mr. Bell, you outlined the advantages at your Tams mine by reason of the joint operation. Where a joint mine has an actual physical connections with two railroads, do you consider that as an im-[fol. 430] proper advantage?

A. No, sir; because in such a case the mine has expended money to secure a separate side-track or side-tracks, and separate physical connections, and has enlarged its tipple facilities to load over both sets of side-tracks.

Q. Now, you also spoke of advantages which you felt a joint mine would still have, even though you were not on the so-called 150% basis with reference to the car supply. Have you found in your experience that where you have the joint service it has a tendency to result in a larger development of the mine?

A. Yes, sir. During the war, and for a period afterwards, joint mines did not receive any greater car supply than single mines, but during that period immediately after the war, in particular, we were able, at Tams, to reach markets which the Hot Coal mine could not reach, and better markets.

Q. And as you have the larger development, that results in a larger rating, doesn't it, to the mine?

A. Yes, sir.

Q. Some reference was made to the joint mines on the Kanawha, Glen Jean & Eastern Railroad. Is it your information that there is now a proceeding before the Interstate Commerce Commission involving the question of joint through rates on the Glen Jean mines to destinations on the Chesapeake & Ohio, eastbound and westbound?

[fol. 431] A. I am so advised, yes, sir.

Q. Do you know what the status of that proceeding is, now?

A. I understand that it has been heard, and that it is now

waiting for a decision. I do not know whether that is correct, though.

Q. You understand that there has been a tentative report by the Examiner in that proceeding?

A. I have heard so, yes, sir.

Q. What is your understanding as to the recommendations of the Examiner?

Mr. Carmalt: Can't it speak for itself, Mr. Scott?

Mr. Bell: State on the record just what the status is. You probably know all about it.

Examiner Hunter: Yes. I believe the witness is hardly sufficiently familiar with it.

Mr. Scott: We will pass that up.

Mr. Knight: We are willing that Mr. Scott shall make the statement on the record. We have no objection.

Mr. Scott: I merely wanted to bring out the point in connection with the joint operations on the Kanawha, Glen Jean & Eastern Railroad that there is now pending before the Commission a proceeding in which the local operations on that line, some of the mines being served jointly by the Chesapeake & Ohio and the Kanawha, Glen Jean & Eastern Railroad, that the Examiner has recommended the establishment of the New River District rates, both eastbound and westbound, via the Chesapeake & Ohio Railway and its connections, and that the case has now been finally submitted, and is up for decision by the Commission.

Mr. Bell: What is the docket number?

Mr. Scott: The docket number is 12631, I believe. That is all.

#### Recross-examination.

By Mr. Bell:

Q. Have you made investigation, Mr. Tams, to ascertain how the average prices received by your Hot Coal mine compare with the average prices received by your Tams mine during the year of 1920, for example?

A. I have not that available now, no, sir, but it could be secured, if you wish, Mr. Bell.

Q. Do you know how it compared for any particular period in the past?

A. It could be obtained, but I could not tell you at the moment.

Q. You made no investigation of that matter?

A. Yes, sir; I have made investigation of it, but I cannot give you the exact figures at this moment.

Q. Does your recollection of that matter enable you to say whether there was a very large difference between the average prices received by the two mines during any particular period in the past?

[fol. 433] A. Yes, sir. During the past 30 days there is a difference of about \$2 in favor of the Tams mine's western prices; that much higher than the eastern prices.

Q. For some other period farther back than that?

A. That would carry—one month—one month of that would make the average over the whole year pretty satisfactory. If you divide that by 12, if it only existed one month, and there was no difference the other 11 months, it would be 16 2/3 cents.

Q. Assuming that no tonnage moved in the other months.

A. Assuming that there was no difference in the prices in the other months, east and west.

Q. Has there been any period in the past when your Hot Coal prices have averaged pretty well with your Tams mine prices?

A. There have been prices, yes, sir, in which it runs along with it, but the general average of the entire time has been to its disadvantage.

Q. Have there been times when the average price of the Hot Coal mine was greater than that of the Tams mine; any particular period?

A. No, sir, because when the market east is better than the market west, we do not ship heavily to the west, and take advantage to the east of the Tams' mine—of the better prices.

Q. If you have contracts west you ship on them, don't [fol. 434] you, regardless of the spot prices?

A. Yes, sir, but as you know we have contracts east, on which we must ship when the eastern spot price is high or low.

Q. Considering all of those conditions, aren't there any periods at all when the average price of your Hot Coal mine would average pretty well along with that of the Tams mine?

A. There might be periods of a month or two at a time, yes, sir, but not over extended periods.

Mr. Bell: That is all.

Examiner Hunter: Are there any further questions of this witness?

(No response.)

(Witness excused.)

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Mr. Scott: I will call Mr. Clifton.

J. B. CLIFTON was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. What is your business?

A. President of the Raleigh Smokeless Fuel Company.

Q. What is the nature of the business of that company?

A. Coal sales agency.

Q. What volume of business did your company handle in [fol. 435] the twelve months ending June 30, 1921?

A. Approximately 1,200,000 tons.

Q. What was the volume of business that your company handled in the 12 months ending June 30, 1922?

A. 1,343,000 tons, approximately.

Q. Are you familiar with the location of the coal property of the Gulf Coal Company?

A. Yes, sir.

Q. Do you know the kind and quality of coal produced at this mine?

A. Generally speaking, yes, sir.

Q. What is the nature of that coal?

A. It is a semi-bituminous or so-called smokeless grade.

Q. In the course of your business do you purchase and dispose of large quantities of the low volatile so-called smokeless coal produced in the New River-Pocahontas coal areas?

A. A considerable amount, yes.

Q. Is there any difference in the kind or quality of coal produced at the mine of complainant, the Gulf Coal Company mine, and at other mines in the New River and Pocahontas and Tug River districts?

A. No. They are all of substantially the same character.

Q. For what purposes would you say the low volatile so-called semi-smokeless coal produced in these areas is used?

[fol. 436] A. It is principally used in domestic consumption, in competition with anthracite.

Q. Is there a——

A. (Interposing.) In many places there are smoke nuisance ordinances which make it advisable to use that so-called smokeless coal.

Q. Is the coal also used for steam-making purposes?

A. Yes, by-product and smithing.

Q. Have you ever purchased any of the coal produced at the complainant's mine, or at any other mine served locally by the Virginian Railway in the New River District for movement into the western market?

A. No, sir.

Q. Have you ever had any desire to purchase any of the coal produced at complainant's or other mines served locally by the Virginian Railway?

A. Yes, sir.

Q. Why didn't you buy the coal?

A. Because it is inaccessible on account of no freight rates west that are not prohibitive.

Q. Are you generally familiar with the basis of rates applying from Virginian Railway mines to destinations in Central Freight Association territory?

A. Generally speaking, yes.

Q. Would you say that during normal times or at any [fol. 437] other time you would be able to purchase coal at these mines and pay the present combination rates?

A. No, sir.

Q. Would you during normal times be able to purchase coal from complainant's mine or any other mines located locally on the Virginian Railway and pay any arbitrary freight rate in excess of the New River District rate?

A. No, it could not be done normally; it could not be

bought and sold in competition with the coal produced in the New River District on the Chesapeake & Ohio Railway and in the Norfolk & Western Railroad's Pocahontas District except on the same basis of freight rates as applies from those districts.

Q. Is it your understanding that all of these fields, other than the Virginian Railway, take the same basis of rates into the western market?

A. Yes, sir.

Q. From your experience as a dealer in coals of various kinds, will you please state whether in your judgment it would be advantageous to the public to have coal-producing areas served by the Virginian Railway made accessible to the western market?

A. I think that undoubtedly the public in the Middle Western States would benefit greatly by being able to purchase Virginian Railway coal. I know from my personal experience that there have been many times when I wanted [fol. 438] greatly the coal produced at these mines but, of course, it was prohibitive because of the freight rates.

There is a constantly increasing demand for the New River smokeless coal and especially since the anthracite production is decreasing year by year. There is also this point to be considered that the opening up of the Virginian Railway tonnage to the western market would put more markets in competition and thus would naturally, especially in normal times, tend to lower prices to the consuming public.

An expansion in the marketing territory for the Virginian operators would also tend to enable them to maintain maximum production when the tidewater market is dull and this, in turn, would be reflected in reduced operating costs per unit, and lower coal prices to the ultimate consumer.

Q. If the Interstate Commerce Commission should require the establishment of joint rates on the New River District basis from local mines on the Virginian Railway, would that, in your judgment, tend toward an increased production from these mines, due to ability to sell coal west when the tidewater market is stagnant?

A. It undoubtedly would when the market is dull at tidewater, yes, sir.

Q. Would an increased production from these Virginian mines be in the public interest?

[fol. 439] A. It would. It must be remembered that the low volatile coal produced in the New River and Pocahontas districts possesses peculiar qualities and is used for distinctive purposes.

Q. Have you available information as to the difference in the price obtained by you between the coal you shipped during the last year, by month, west and that which you shipped east?

A. Yes.

Q. Please give this by months.

A. November, 1921, we secured 25 cents per ton more west — we did to tidewater.

By Mr. Bell:

Q. Have you got the figures there?

A. The difference, yes, sir. I haven't the amounts per ton.

By Mr. Scott:

Q. Just read the months and the difference in cents, in favor of the western market.

A. December, 1921, 20 cents; January, 1922, 20 cents; February, 1922, 15 cents; March, 1922, 15 cents; April, 1922, 5 cents; May, 1922, 5 cents; June, approximately the same; July, \$1.05; August, approximately the same.

By Mr. Carmalt:

[fol. 440] Q. The same as what? \$1.05?

A. No; the two markets the same, tidewater and west. September, \$2.00; October, \$2.25. When I said "approximately the same," I meant that in June, 1922, the two markets were approximately the same.

By Mr. Scott:

Q. Do those figures indicate to your mind that there is a strong market for the smokeless coal in the west, or otherwise the market would not be higher? Is that correct?

A. It certainly does.

Q. If the smokeless coal produced on the Virginian Railway were made accessible to the western markets, would

that, in your judgment, have a tendency to lower the prices somewhat in the western market?

A. If you put that much coal west I should say it would lower it some, yes.

Q. You think that it would have that tendency?

A. I think it would.

Mr. Scott: That is all.

Cross-examination.

By Mr. Carmalt:

Q. You are located at Beckley, W. Va.?

A. Yes, sir.

Q. How long have you been in the coal business?

A. Since 1915.

[fol. 441] Q. Since that time have you been President of the Raleigh Smokeless Fuel Company?

A. No, sir; since 1919.

Q. With whom were you connected prior to that?

A. With the Beckley Smokeless Coal Company and the Clyde-Pocahontas Coal Company, on the Coal Stone Branch of the Virginian Railway.

Q. In charge of their sales?

A. No, sir, at the operating plants.

Q. At the operating plants?

A. Yes, sir.

Q. So that it is since 1919 that you have been in the sales end of the coal business?

A. Yes, sir.

Q. Do you sell other coals than those produced by Mr. Tams' companies?

A. Yes, sir.

Q. You are selling, generally, for the New River field?

A. And some Pocahontas.

Q. Some from Pocahontas?

A. Yes, sir.

Q. You are not able to give any range of prices for a period of years running back, for instance, before the war-time, or at times when the conditions that have existed during the war or since have not existed?

[fol. 442] A. No, sir.

Q. You cannot give us figures for 1919 and 1920, I suppose?

A. Not here, no, sir.

Q. Can you supply those for the record?

A. Yes, sir.

Q. Will you do so?

A. Yes, sir.

By Mr. Knight:

Q. Let me see, you began with November, 1921, didn't you?

A. Yes, sir; just 12 months.

Mr. Knight: Bring that up-to-date with your ratings.

Mr. Scott: The two 12-month periods prior to that time?

Mr. Knight: Begin at the beginning of his sales experience, which you say only runs back three years, 1919.

Mr. Scott: Yes, sir.

Mr. Carmalt: That is all.

By Mr. Bell:

Q. Mr. Clifton, are the average prices or average difference in prices east and prices west based upon your experience in the scale of all the coal which you handle?

A. Smokeless coal?

Q. Smokeless coal, only.

A. Yes, sir. Let me amend. Those figures are taken from the spot sales, and not from our contracts. They are spot sales prices, both east and west.

[fol. 443] Q. How would your contract prices compare east and west during this same period?

A. We do not have a great many western smokeless contracts.

Q. How do the contract prices east compare with the contract prices which you did have, west?

A. Substantially the same, I should say, just from memory. I haven't the figures with me.

Q. Will you submit a statement of those averages?

A. The contract, both east and west?

Q. Yes.

A. All right.

Q. For the same period as the spot prices.

A. All right.

Q. Of the total tonnage handled by your company, what percentage, roughly, is contract business?

A. Over what period?

Q. Over the period ending for the year you named the prices, for example.

A. Roughly, 25%.

Q. Would that percentage be a fair picture of the division for the previous periods?

A. I should say so.

Q. Where do you maintain selling agencies?

A. You mean branch offices?

Q. Yes.

[fol. 444] A. In Richmond, Norfolk, and New York.

Q. None in the West?

A. And Detroit.

Q. One in the west?

A. Yes, sir.

Q. Detroit?

A. Yes, sir.

Q. How long have you maintained this agency in the West?

A. Approximately 18 months.

Q. How long have you maintained your agencies in the East?

A. Richmond, about 2 years; Norfolk, since we started; New York, about 18 months.

Q. Did I understand you correctly to testify that there had been numerous times when you desired for Western business coal originating on the Virginian Railway, but could not market it profitably on account of the adjustment of rates?

A. In the past 12 months I was speaking of, yes, sir.

Q. What do you mean by that testimony? Do you mean that you had inquiries from purchasers for Virginian Railway coal?

A. I meant we had business for smokeless coal which the joint mines we reach did not supply enough for.

Q. Did you make an effort to secure it from the local mines on the Chesapeake & Ohio Railway?

[fol. 445] A. Generally speaking, yes.

Q. And you could not secure it from them?

A. No, not at a price to take care of the business we had in mind.

Q. What reasons were given by the joint mines which you reach for not being able to fill that order?

A. Poor car supply.

Q. Any other reason?

A. Not that I recall.

Q. Then as I understand it, the poor car supply was one of the reasons why you were not able to fill the business which you now have?

A. Yes, sir; that was one of the reasons.

Q. Are you in a position to state whether the competition in the West is greater or less than that in the East?

A. No, I am not.

Q. Would you regard the Western market as a larger or smaller market, generally speaking, than the Eastern market?

A. For what coal?

Q. Smokeless coal.

A. I should say that the East is the larger market in bulk.

Q. Is it a larger market, all coal considered?

A. I have not those figures.

Q. Are you in a position to express any opinion as to whether the effect of shipping a million tons per year to the [fol. 446] west from mines on the Virginian Railway, would be greater or less than the effect of deducting that much tonnage from the Virginian Railway going east?

A. No; I would not want to state an opinion on that.

Q. You have not investigated that?

A. No.

Q. If the Virginian Railway shipped 1,000,000 tons per year less to the east do you think it would have any effect upon the price level in the east?

A. Generally speaking, it should.

Q. Do you think the effect upon the price level in the east would be greater or less than the effect upon the price level which you anticipate in the west?

A. I could not say.

Q. I believe that you testified if the Virginian mines secure the Western outlet that it would be of benefit to the Western public by a reduction in the prices?

A. It certainly should, to some extent.

Q. Supposing that reduction in price was figured so as to wipe out the difference which you testified to, what would be the benefit to you, from your standpoint as a coal dealer?

A. If you could sell coal in the west when you could not sell it in the east, you would be benefited by a larger volume of tonnage.

Q. When does most of the coal move from the New River [fol. 447] District each year? During the fall and winter, or during the summer and spring?

A. I have not those figures, but I should say, generally, there is a slight reduction in the movement from the first of the year up to May.

Q. In the aggregate, isn't there a larger movement during what we might call the short car supply period than otherwise?

A. A larger movement in volume?

Q. In tons.

A. I haven't those figures.

Q. What was your connection with the coal business prior to your connection with the Raleigh Smokeless Coal Company?

A. I was in somewhat of the general capacity of secretary and treasurer, and looked after the office, and store, and to some extent the mines of the—

Q. (Interposing.) Raleigh Smokeless Coal Company?

A. No, of operating companies.

Q. During that time are you in a position to state how the prices east compared with the prices west?

A. No, not from memory, no.

Q. Do you purchase your coal from the mines represented by the applicants in this case on a contract basis, or do you just sell it on a commission basis from time to time?

A. We purchase it on a contract basis, usually. In fact, [fol. 448] I might say practically all the time.

Q. All the time?

A. Practically all the time, except maybe in some few isolated cases.

Q. In other words, you contract for certain tonnage of coal?

A. Yes, sir.

Q. From the complainant company, for example?

A. Yes, sir.

Q. And is it immaterial to that company where you sell the coal?

A. Well, except that in certain periods we would be willing to pay more for coal that moved west than we would for coal that had to move to tidewater.

Q. When do you make these contracts, generally?

A. At various times. Some of them extend over a period of six months, and some by the month, and some by the week.

Q. Isn't there a particular time during each year when most of the contracts are let for coal for future delivery?

A. I believe April 1 is customary.

Q. I notice that during April of 1921—1922, rather,—there was only a difference of 5 cents east as against west.

A. What period is that?

Q. April, 1922.

A. Yes, sir.

[fol. 449] Q. If after you have made a contract with the Gulf Coal Company, does it make any difference to them whether you secure more for it west as against east?

A. Not after we have made the contract, no.

Q. Then to the extent of the contract for the coal the Gulf Coal Company is not interested?

A. Not after the contract is made, no.

Q. Is there a greater or less amount of the coal that you sell, contract coal, that goes into the west as against the east?

A. I would not want to give those figures unless I secured them. I believe that I promised to secure those figures.

Mr. Bell: I guess that is all.

Examiner Hunter: Are there any further questions?

Mr. Yarborough: Yes.

By Mr. Yarborough:

Q. Mr. Clifton, I understand that you testified that you had purchased coal from mines served by the Chesapeake & Ohio Railway and the Virginian Railway, and the Norfolk & Western Railway.

A. Yes, sir.

Q. Didn't you maintain an office in Bluefield, on the Norfolk & Western Railway?

A. During 1920, I believe we did, yes, sir.

Q. When did you close that office?

A. I think it was in the late portion or part of the year of [fol. 450] 1920.

Q. You still purchase coal on the Norfolk & Western Railway, do you not?

A. Very little. We are agents for some mines over there.

Q. Have you any mines of your own on the Norfolk & Western Railway?

A. I am interested in one, yes, sir.

Q. Where does most of that coal go, east or west?

A. That is not a smokeless mine.

Q. I am asking you a question. Where does most of that coal go, east or west?

A. I should say that a greater portion of it goes inland, east, into Virginia and the Carolinas.

Q. Are you interested in any mines on the Chesapeake & Ohio Railway?

A. Yes, sir.

Q. In West Virginia?

A. Yes, sir.

Q. That is in the New River District.

A. Yes, sir.

Q. Isn't the car supply on the Norfolk & Western Railway greater than that on the Chesapeake & Ohio Railway?

A. Generally speaking I would say yes.

Q. Is the movement of coal from mines on the Norfolk & Western superior to that of the Chesapeake & Ohio?

[fol. 451] A. Yes, sir.

Q. Isn't that also true of the Virginian Railway?

A. Over what period?

Q. Well, taking it for the period of three years.

A. Over a period of three years, yes.

Mr. Yarborough: That is all.

Redirect examination.

By Mr. Scott:

Q. You speak of having some difficulty in supplying your customers in the west with smokeless coal, and mentioned as one reason, one period, the period of car shortage. Now, haven't there been times or periods when the companies for whom you handle coal could have supplied the coal demand, assuming they were given 100% car supply?

A. How is that?

Q. Have there been times when you could not have supplied the demand, assuming the customers for whom you handle coal were given 100% car supply at the mine?

A. Yes, there have been times when that would not have supplied enough coal.

Q. You speak about 25%, in your judgment, of the New River coal would be westbound.

A. I do not think I referred to that, Mr. Scott.

Q. Perhaps it was 25% of your tonnage.

A. Was contract.

Q. You did make the statement, as I understood you, that [fol. 452] the larger percentage of the New River coal moved east?

A. I do not think I made that statement.

Q. I may have misunderstood your testimony. I understood you to say that about 25% went west, and about 75% east.

A. I do not think I testified on that.

Q. Have you any opinion on that point as to the percentage volume of smokeless coal moving east as compared with the western movement?

A. I do not have the figures, Mr. Scott. As an opinion, I would say 30% going west.

Q. And 70% moving east?

A. Yes, sir.

Q. Assuming then, that a million tons from the Virginian Railway were sent into the western market, that would have a considerably greater effect on the market than a similar tonnage going into the eastern market, to which practically 70% of the tonnage moves?

A. I should say that a million tons going into—where there was a much smaller amount would affect the price greater than the same amount of tonnage going into the market where the tonnage is much larger, the total volume.

Mr. Bell: In the percentage of 70 and 30 based on the tonnage handled by —

Mr. Scott (interposing): I asked him for his opinion as to this. He said that he gave no figures whatever as to his [fol. 453] tonnage or the other tonnage. I asked him what his opinion was. He said 30% west, and 70% east. At least, that was my understanding. Is that correct, Mr. Clifton?

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The Witness: I gave that as an opinion of the New River District, not of our own tonnage, however.

Mr. Scott: That is all.

Recross-examination.

By Mr. Bell:

Q. What is your opinion as to the division of tonnage east and west from all the smokeless fields?

A. I should say 25%.

Q. What is your opinion as to the amount of tonnage going east of smokeless and anthracite coal as compared to that going west?

A. I would not care to give an opinion on that.

Q. Anthracite competes with smokeless?

A. Yes.

Q. What is your opinion as to the amount of coal which moves to tidewater from West Virginia as compared with that that moves to points north of the Ohio River from West Virginia?

A. I would not care to give an opinion on that.

Q. Don't you know that the tonnage that moves to points north of the Ohio River is considerably more than that that moves to tidewater?

A. I do not know it, no.

Q. Why did you close your Bluefield office?

[fol. 454] A. Because the volume of tonnage that we handled on the Norfolk & Western Railway did not justify a shipping office, in our opinion.

Q. Is the character of the coal produced along the Norfolk & Western Railway similar to that in the New River District?

A. Generally speaking, yes, that is, in the Pocahontas and Tug River district of the Norfolk & Western Railway.

Q. So that contemporaneously, while you were enabled to secure the New River coal to fill this big western demand, you did not have a market for the coal produced on the Norfolk & Western of a similar quality?

A. I didn't say that we did not have a big enough market. I say, we did not handle sufficient tonnage from the Norfolk & Western, for probably various reasons to justify us in maintaining a shipping office in Bluefield.

Q. Do you handle coal now produced on the Norfolk & Western Railway?

A. Yes, but not to a large extent.

Mr. Bell: That is all.

By Mr. Avis:

Q. I understood you to say that for the period November 1, 1922, you were enabled to obtain 25 cents more per ton in the western market than in the eastern market.

A. What period?

Q. November 1, 1922—from November 1, 1921, to November 1, 1922—that is the question. I didn't get it.

A. I said in November, 1921, we secured 25 cents more on the smokeless coal going west than we did on that going to tidewater.

Q. What period was it when it was \$2 more?

A. It was \$2 in September, 1922.

Q. Two dollars in September, 1922?

A. Yes, sir.

Q. What was the difference in price in April, May, June, July and August?

A. Of 1922?

Q. Yes.

A. April was 5 cents; May was 5 cents; June was approximately the same thing; approximately the two prices equal; July was \$1.05; August was approximately the same, both east and west.

Q. \$1.05, the same. Isn't that condition in the west, the increase in the price west due to the coal strike that was in existence April, May, June, July and August in all the mines of Indiana, Ohio, Illinois, and western Pennsylvania, commonly called the Central Competitive Field?

A. I should say the great difference of \$2 was.

Q. The great difference in July was chargeable to that? [fol. 456] A. Yes, sir, I should say it was.

Q. The mines were practically closed down in those States?

A. I should say the results of the strike caused both the \$1.05 and the \$2.00 difference.

Q. The mines of those States were 100% closed down from April 1, were they not, to the latter part of August?

A. I do not know exactly what percentage, but they were closed down.

Q. They were closed down. It was claimed that they were 100% closed down. You only ship to the western market when you can get a greater price than you can in the eastern market. Isn't that true?

A. I would not say generally. We ship a certain amount of coal west.

Q. Do you ship to the market that the best price is obtainable?

A. Generally speaking, we do.

Q. There is no particular demand for smokeless coal in the west, is there?

A. Yes, I should say there is a very particular demand for it.

Q. As compared with that in the east?

A. There is a demand. In the last 12 months I should say that it has been much better.

Q. Isn't it true that the smokeless coal is a friable coal, [fol. 457] and that it easily breaks up in transportation?

A. Some of it is more friable than others. I should say that it is all more friable than anthracite.

Q. It is much more friable than the high volatile coal?

A. Yes.

Q. Isn't that demand in the west more for the high volatile coal than it is for the smokeless coal because of the fact that it can be more easily transported, and that there are more uses in the west for the high volatile coal?

A. I should say there is more high volatile coal that moves out there than smokeless coal, but the smokeless coal commands a better price, I believe, than the West Virginia high volatile.

Q. The demand is great for those coals?

A. Take Chicago, for instance, I should say that the demand is much more for the smokeless.

Q. I am talking about the western market, generally.

A. I should say that there would be more high volatile used than smokeless all over the west.

Q. Do you handle any smokeless coal other than the Virginian smokeless?

A. Yes, Chesapeake & Ohio and some on the Norfolk & Western.

Q. Are you interested at all in the Gulf Coal Company, or is that company or any of its officers or stockholders interested in your company?

[fol. 458] A. I am not interested in the Gulf Coal Company, but Mr. Tams and one of his other officers have a small amount of stock in the Raleigh Smokeless Fuel Company.

Q. How long have they had that?

A. Since its organization, practically.

Mr. Avis: That is all.

By Mr. Bell:

Q. Do you know whether the Norfolk & Western was embargoed during the month of September of this year, going west?

A. I would not like to say without the records, without the embargo records.

Q. Have you got any opinion to express as to the reason why the difference west in the month of September was \$2.00?

A. No, except that the demand seemed to be greater.

Q. Wasn't that directly due to the fact that the Norfolk & Western, which supplies a great deal of the demand, was embargoed during that month, going west?

A. During what month?

Q. September.

A. That may have had some effect on it, yes.

Q. Was the Chesapeake & Ohio Railway embargoed during the month of October?

A. Yes.

Q. Going west?

A. Yes.

[fol. 459] Q. Do you know the reason for that embargo?

A. I know that the officials of the Chesapeake & Ohio claimed it was congested connections.

Q. In other words, the Chesapeake & Ohio was not able to handle the business that was offered to them, and they had to embargo further movements west?

A. They said that the connections were congested and could not take the coal away from them.

Q. Do you think the introduction of a million tons west would help that situation any?

A. Not being a railroad man, I would not like to say.

Mr. Bell: That is all.

By Mr. Scott:

Q. In connection with your western market, do you find, and your other markets, in fact, that the competition is with smokeless coal or anthracite, or is it with high volatile coal?

A. We do not consider that we compete with high volatile in that business.

Q. The competition is with the other smokeless coal?

A. The competition is with the other smokeless coal, and domestic business, to some extent, with anthracite.

Q. During the strike period was there a market in the east for coal the same as there was in the west, and which markets could not obtain coal from these areas affected by the strike?

A. How is that question, Mr. Scott?

[fol. 460] Q. During the strike period the thought was brought out that the western markets could not obtain coal from mines in Pennsylvania, Ohio, and other districts affected by the strike. Was the eastern market affected in the same manner?

A. Yes, generally speaking, I suppose, yes, but since April 1 I should say that the western market has been much more active and there has been a greater demand for coal. There have been times at tidewater when the market was very flat and dull.

Q. But the strike caused the complete cessation of operation at the mines, did it not?

A. Generally speaking, yes, in the unionized district.

Mr. Carmalt: What districts do you refer to there?

Mr. Scott: The districts affected by the strike.

By Mr. Scott:

Q. There was also an anthracite strike at the same time, was there not?

A. Yes, sir.

By Mr. Bell:

Q. Mr. Clifton, during the months of September and October, when the western outlet was embargoed, where did you ship your coal?

A. I did not understand the western outlet to be embargoed all of September and October.

Q. During the most of September, as I understand it, the Chesapeake & Ohio outlet was embargoed.

A. We shipped a great deal of it to tidewater.

[fol. 461] Q. In other words, you shipped to tidewater a large tonnage of coal that you would have shipped west but for the embargo?

A. We shipped a considerable amount of tonnage, I would say, to tidewater, during that period that would have gone west had we been able to——

Q. (Interposing.) What effect did the shipments of this larger tonnage to tidewater have upon the prices at tidewater?

A. Over what period?

Q. During the period of September and October, for example.

A. I should say in September it declined, and toward the last of October it apparently reacted and became stronger.

Q. Along the last of October?

A. Yes, sir.

Q. So the embargoing of the movement west had the effect of reducing the prices at tidewater?

A. It was generally credited with that, I believe.

Mr. Bell: That is all.

By Mr. Avis:

Q. The prices of coal in July and August of this year were much higher than they were in September and October and since; isn't that true?

A. In July and August of this year?

Q. Yes.

A. Was much higher?

Q. Yes.

A. Yes.

[fol. 462] Q. The Winding Gulf section, or the Virginian Railway section, was not affected by this strike, was it?

A. Not to any great extent.

Q. Isn't it true that the railroads in the west were affected more than the railroads in the east carrying coal, on account of the railroad strike?

A. I would not care to answer that, not being a railroad man, and not having statistics available.

Q. What is your general information?

A. I would not say there is much difference. The Virginian Railway apparently became very badly paralyzed, and so did the Chesapeake & Ohio Railway.

Mr. Avis: That is all.

(Witness excused.)

Examiner Hunter: We will recess until 1.30 p. m.

(Whereupon, at 12.30 o'clock p. m., a recess was taken until 1.30 o'clock p. m.)

[fol. 463]

After Recess

(The hearing was resumed at 1.30 p. m., pursuant to the taking of a recess.)

Mr. Scott: I will call Mr. Dillon.

W. J. DILLON was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. State your name and residence, Mr. Dillon.

A. W. J. Dillon; Chicago.

Q. What is your business?

A. President of the Mitchel & Dillon Coal Company.

Q. What is the nature of that company's business?

A. Wholesaling business entirely, of anthracite and bituminous coal.

Q. How long has that company been in existence?

A. Since 1874.

Q. How long have you been connected with the company?

A. Thirty-three years.

Q. What is the approximate volume of business handled by your company, per annum?

A. Approximately 400,000 tons.

[fol. 464] Q. And from what territories do you purchase coal?

—, —.

By Mr. Carmalt:

Q. Is that the entire business?

A. Yes, the entire tonnage. We purchase coal, Mr. Scott, from Pennsylvania, West Virginia, Kentucky, Ohio, Indiana and Illinois.

By Mr. Scott:

Q. Who are your customers for the purchase of coal? That is to say, what classes of customers do you sell to?

A. Retail coal dealers, steam and by-product plants.

Q. Do you find among your customers a demand for the smokeless coal produced in the New River-Pocahontas coal mines?

A. Yes, sir.

Q. Would you say that this is a steady and increasing demand, or is it spasmodic and of little consequence?

A. It is a steady and increasing demand. Smokeless coal was introduced into our market in the '90's, and made itself felt during the hard coal strike of 1902, and since that time there has been a constantly increasing demand for smokeless coal.

Q. Are you always able to meet the demand of your customers for this smokeless coal?

A. No, under normal conditions we have never been able to—our company, I am speaking of—supply the demand, not for many years.

In fact, I have personally urged on Mr. Tams to endeavor [fol. 465] to arrange to connect the Gulf Coal Company at Hot Coal with the Chesapeake & Ohio to give us an additional tonnage west.

Q. Are you familiar with the coal properties of the complainant in this proceeding, that is, the Gulf Coal Company?

A. Yes, I have visited the mine at Hot Coal.

Q. Have you ever purchased coal from the Gulf Coal Company or any other mine served locally by the Virginian Railway?

A. No, sir.

Q. Would you consider the public, generally, would be benefited by the opening up of the local Virginian Railway mines to the western markets?

A. Yes, it would increase the supply available to us; it would increase competition and tend to decrease the smokeless prices in our territory.

Q. Are you personally, or is your company interested financially in any mine in the New River District?

A. No, sir.

Q. I call your attention to a statement which has been identified as Exhibit No. 8, and ask you if that is a correct statement of the prices received by your company for the sale of coal in the Chicago District from April 1, 1921, to March 31, 1922?

A. It is.

Q. Is that a statement of prices from all of the mines from which you obtain coal?

[fol. 466] A. Yes, and I would say that our chief source of supply is the Gulf Smokeless Coal Company at Tams, W. Va., which Mr. Tams has mentioned. So, generally, these are the prices that we sold his coal at.

Q. Are you in a position to estimate the quantity of New River-Pocahontas smokeless coal consumed in the Chicago District annually, and if so, what have you estimated that consumption to be?

A. I would estimate the tonnage of low volatile West Virginia smokeless coal consumed in the Chicago District, and that will include the outer belt, Joliet, around to Waukegan, including those large by-product plants, at approximately 7,400,000 tons, a year. That is after some investigation. About 2,750,000 tons is used for steam or for domestic purposes, we will put it that way, and the balance, about 4,600,000 tons is used for by-product.

Mr. Scott: Mr. Examiner, I wish to introduce in evidence at this time complainant's Exhibit No. 8, which was mentioned in Mr. Tams' testimony, this being a statement of prices obtained by Mitchell & Dillon Coal Company on low

volatile domestic coal in the Chicago market, April 1, 1921, to March 31, 1922.

Examiner Hunter: It will be received in evidence, as Complainant's Exhibit No. 8.

(The paper referred to was received in evidence, as [fol. 467] "Complainant's Exhibit No. 8, Witness Dillon," and the same is forwarded herewith, it having previously been identified by Witness Tams for the complainant.)

By Mr. Bell:

Q. 2,750,000 is domestic and steam?

A. Domestic and steam, apartment buildings.

Q. What was the last figure?

A. 4,600,000 tons by-product.

By Mr. Scott:

Q. Have you any information as to the total annual production of New River-Pocahontas and other West Virginia smokeless coal?

A. My understanding is that the production of West Virginia low volatile coal is between 30 and 35 million tons annually.

Q. According to your figures, as I take it, the consumption in the Chicago District, including the outer belt would constitute approximately 25% of the total production of the smokeless coals?

A. I would say so.

Q. In connection with your estimate of about 4,500,000 tons of smokeless coal being consumed by the by-product plants in the Chicago District, what have you to say about the consumption of a certain percentage of smokeless coal being essential in the by-product industry?

A. It is, of course, essential in the by-product industry, for by-product purposes.

[fol. 468] Q. Is it your understanding, therefore, that this is a distinctive use for the smokeless coal for which there is no substitute?

A. That is my understanding.

Q. Have you a smoke nuisance ordinance in Chicago?

A. We have.

Q. Does the New River-Pocahontas smokeless coal meet the requirements of that smoke nuisance ordinance?

A. It does.

Q. Has the use of anthracite in the last ten years in Chicago increased or diminished?

A. It has diminished materially.

Q. To what causes do you attribute this falling off in the anthracite consumption?

A. The reason that the consumer obtains the same equivalent results at a less amount of money purchasing smokeless.

Mr. Scott: You may cross-examine.

Cross-examination.

By Mr. Carmalt:

Q. What other companies in the smokeless coal field do you secure your supply from?

A. Do you mean under normal conditions?

Q. Yes.

A. We secure coal from the Raleigh Coal & Coke Company, Raleigh, W. Va.; the Eastern Coal & Export Company, which sells the Blue Jay coal, right back of the [fol. 469] Raleigh. We have had some coal from the Raleigh Smokeless Coal Company that came from the C. H. Mead properties, their Killarney mine. But our principal source of supply is the Gulf Smokeless Company.

Q. Have these three companies that you have mentioned joined in this complaint?

A. I do not know.

Q. The by-product coal that is used in the Chicago District is largely in the Outer Belt District?

A. Yes, sir.

Q. How much of that is furnished to the United States Steel Corporation, do you know?

A. I do not know how much is furnished through the mines—you mean through the mines of the United States Steel Corporation—but I understand the consumption of the plants of the United States Steel Corporation in the Chicago District is about 3,500,000 tons of low volatile coal annually.

Q. Do you know how much of that is furnished from their own mines?

A. No, I do not.

Q. Is it your understanding that they are generally in the market, in Chicago, for coal, smokeless coal?

A. Very frequently.

Q. Sporadically?

[fol. 470] A. Yes, I would say so.

Q. How much of the business in Chicago is furnished to the By-Product Coal & Coke Company, I think that is the name of it?

A. The Chicago By-Product Company.

Q. The Chicago By-Product Company.

A. Well, that would be an estimate.

Q. Did you include it in your estimate?

A. Yes. I would say approximately 450,000 tons would be used by the By-Product Coke Corporation, annually.

Q. Is that supplied by mines that are owned or controlled by the By-Products Company?

A. I cannot answer that question.

Q. Are they in the market for coal frequently?

A. They contract a considerable tonnage among independent shippers that I would assume they have no interest in. I cannot answer that question intelligently.

Q. What other large users of coal in the Chicago District are there, by-product users?

A. The Inland Steel Company.

Q. Where is their supply?

A. Indiana Harbor, Ind.; the Steel & Tube Company, Indiana Harbor; the Peoples' Gas Light & Coke Company in Chicago.

Q. Has the Inland Steel Company its own sources of supply at the mines?

[fol. 471] A. I do not understand so.

Q. How about the others?

A. I do not understand—

Q. (Interposing.) All of those others are in the market, though?

A. I would so assume.

Q. Their total consumption, gathered from your estimate, was somewhere around 750,000 tons?

A. About a million and one hundred thousand tons.

Q. That includes the by-product?

A. That includes the by-product.

Q. Of which there is about 450,000 tons?

A. Of which there is about 450,000 tons, yes, sir.

Q. Leaving approximately 650,000 tons of by-product coal that is on the market in Chicago?

A. Yes. I assume a part of the Illinois Steel Company tonnage is placed through the market.

Mr. Carmalt: That is all.

By Mr. Bell:

Q. Does your company handle the coal of any mines located only on the Chesapeake & Ohio?

A. I cannot answer that question. I do not know.

Q. Do you mean to say that you do not know whether you ever have handled any coal originating on the Chesapeake & Ohio Railway locally?

A. Where it is not a joint mine I do not know.

[fol. 472] Q. From what other source do you secure your smokeless coal besides sources originated by the Chesapeake & Ohio?

A. We handle practically no other smokeless coal aside from the Chesapeake & Ohio smokeless coal.

Q. Are you in a position to state how the service of the Chesapeake & Ohio Railway to the west compares with that of the Norfolk & Western Railway to the west?

A. No, I cannot answer that question.

Q. Have you competitors in the Chicago District that secure their coal from Norfolk & Western Railway sources?

A. Yes, sir.

Q. Have you ever been able to take from competitors who secure their coal from the Norfolk & Western Railway sources any of their customers in the Chicago District?

A. Oh, yes, the same as they have taken away customers from us.

Q. Have you ever had any difficulty securing your coal from the Chesapeake & Ohio sources in West Virginia?

A. Yes, we have had difficulty in securing coal from all sources at times; even our Illinois and Indiana mines.

Q. How is that difficulty, so far as the Chesapeake & Ohio Railway mines are concerned? Has it been merely sporadic, or has it been a usual thing during the shipping seasons?

A. Under normal conditions?

Q. You have had more or less difficulty in securing your [fol. 473] supply of coal from the Chesapeake & Ohio mines?

A. Not under normal conditions. Under abnormal conditions we may have, but not under normal conditions.

Q. What do you mean by "normal conditions"?

A. An average year, not interfered with by strikes.

Q. How does the tonnage of coal which you handle which originates on the Chesapeake & Ohio compare with that which originates on the other roads, for instance, Indiana and Illinois, I understand you handle some?

A. We handle about 100,000 tons of low volatile coal. That would mean there would be 300,000 tons approximately originating on other lines.

Q. Then of the total movement of over 7,000,000 tons to the Chicago District alone, you handle approximately 100,000 tons?

A. Yes, sir.

Q. Are you able to testify definitely that your experience with that amount of business is typical of the experience of other dealers who are handling Chesapeake & Ohio Railway or other smokeless coal in the Chicago District?

A. No, I will not say so.

Q. Do you anticipate that the establishment of through routes from Virginian Railway local mines in connection with the Chesapeake & Ohio will increase the movement of smokeless coal to the Chicago District, for example?

[fol. 474] A. What do you mean by "increase the movement"? Increase the tonnage?

Q. Yes.

A. The tonnage?

Q. Yes.

A. That was my thought.

Q. You do not think a new movement by the Virginian Railway and the Chesapeake & Ohio would have a tendency to decrease the movement via the Chesapeake & Ohio Railway alone?

A. I would not say so, under normal conditions.

Q. During the short car supply periods the car supply is the limiting factor, is it not?

A. I would say so.

Q. And the addition of the number of routes does not increase the car supply, does it?

A. I would prefer not to testify to something that I am not acquainted with, and that is the method of distribution and the handling of the cars at the mines.

Q. Isn't that obvious, Mr. Dillon?

A. I would say it was.

Q. If the car supply is the limiting factor wouldn't a new movement via the Virginian Railway and the Chesapeake & Ohio Railway naturally take away or decrease the movement via the Chesapeake & Ohio Railway alone?

A. Unless the Chesapeake & Ohio was not working up to [fol. 475] capacity.

Q. I am speaking now of short car supply periods, which are the periods when a large volume of coal moves, namely, during the fall and winter. If the car supply is the limiting factor, and no more cars are purchased or made available for the promulgation of this new route, wouldn't a movement via the Virginian Railway and the Chesapeake & Ohio Railway reduce the movement via the Chesapeake & Ohio Railway alone to the west? Doesn't that follow as a matter of logic?

A. I would say so.

Q. If the movement of coal originating on the Virginian Railway would reduce the movement of coal originating on the Chesapeake & Ohio Railway to the west, how do you think the public in the west will be benefited by this new route?

A. You are speaking entirely of a period when the car supply is short?

Q. Let us take it during that period; what is your answer to that question, during the short car supply periods?

A. There would be no increase in the coal available to the west, in my opinion.

Q. Mr. Dillon, during what particular periods of the year does the preponderant tonnage move to the west from the smokeless coal fields?

A. Our heavy tonnage moves during April and May, and then the fall months.

[fol. 476] Q. And then the fall months?

A. Yes, sir; although I might say that those who contract insist on 12 equal monthly shipments to dealers, where the dealer takes in 12,000 tons a year, 1,000 tons a month. That is, the large shippers who contract in our market on smokeless coal, it has been their practice for a great many years, to decline to make a contract where the dealer would not take the coal in regular monthly distribution.

Q. You say in April and May and then during the fall months?

A. That is our heaviest distribution.

Q. What do you mean by "fall months"? What months?

A. September, October, and November.

Q. Not December, or January and February?

A. Not necessarily. Our dealers want their coal in the spring. Their contract supply they will buy in the open market, and will stock up their trade in the spring and will do the same thing in the early fall.

Smokeless coal is largely, so far as domestic coal is concerned, used for heating apartment buildings, etc. They stock the buildings that have the money to pay for it, and if they be forehanded, they will stock them early in the season, April and May. Then they will stock their own yards during the summer months, June and July and August, building up a reserve against the irregularities of the rail-  
[fol. 477] road movements in the winter, and then in September and October and November they will be stocking the apartment buildings, leaving their winter business, after the first of January, largely a weather demand, to be taken care of out of their resources in the yards plus arrivals in the yards.

Q. What percentage of your business, speaking from a tonnage standpoint, is handled during the months which you state that most of the movement takes place, April, May, and the fall months?

A. I could not give you the figures. I haven't got them.

Q. As much as 75%?

A. Movement during when?

Q. During April, May, and the fall months.

A. No. You would have to have the figures month by month on that. I could not give you those figures. I could not even estimate it.

Q. Could you furnish a statement showing for a couple of years your experience along that line?

A. Yes, sir.

Q. Showing, for example, the total tonnage of New River coal which your company handled?

A. Yes, sir.

Q. And the particular months in which it moved?

A. Yes, sir.

Q. And furnish that within ten days?  
[fol. 478] A. Yes, sir.

Mr. Scott: What period was that?

Mr. Bell: Two years.

By Mr. Avis:

Q. You speak of the Raleigh Coal Company as one of the companies from whom you had purchased smokeless coal.

A. Yes, sir.

Q. To what extent do you purchase coal from that company?

A. I would say 25 or 30 thousand tons a year.

Q. In other words, about one-third of all the smokeless coal that you handle?

A. Yes, sir.

Q. Are you aware that the Raleigh Coal Company has filed an intervening petition, protesting this joint rate?

A. I am not.

Q. That is just for your information. You say that the demand for smokeless coal has increased so greatly that you have been unable to secure the coal to supply the demand?

A. Yes, sir.

Q. Why is that?

A. We have not been able to make the connections in the field to get enough coal to take care of the demand for that high grade New River coal.

Q. Nearly all of the smokeless coal is of the same grade, isn't it?

[fol. 479] A. Yes, sir.

Q. Pocahontas, etc.?

A. Yes, generally speaking, they have the same characteristics.

Q. Only very recently you tried to get it, during this coal shortage?

A. For several years I have been trying to get Mr. Tams to try to have an arrangement, have that switch, as I explained to you, to give us an increased tonnage of that coal.

Q. Have you tried to get it from other operations in the New River District, or the Winding Gulf, or the Pocahontas District?

A. Frequently, but many of them have their own connections and are unwilling to sell us; many of them have their own agencies.

Q. What about the Norfolk & Western?

A. We have no tonnage whatever on the Norfolk & Western.

Q. You never tried to get any?

A. Not really seriously.

Q. When you speak of the Chicago District you include Gary, Ind.?

A. Yes, sir.

Q. I believe that you stated they used about 3,500,000 tons a year?

A. Yes, sir.

[fol. 480] Q. Did you say smokeless or by-product?

A. I should have said low volatile, which would mean smokeless coal.

Q. When you spoke of the amount of coal consumed in the Chicago District, as by-product coal did you mean to say smokeless coal?

A. Low volatile smokeless coal, 7,400,00 tons.

Q. Of that amount do you know how much is produced by the Steel Company for their own use?

A. I do not know.

Q. Are you not aware that the Steel Company from its mines along the Norfolk & Western ships from 300,000 to 400,000 tons of coal per annum to Gary?

A. I have no knowledge of that.

Q. Do you know anything about it?

A. I have no knowledge whatever.

Q. Do you not know that a large percentage of by-product coal comes from southern Illinois, that you secure around Chicago?

A. A very large percentage of high volatile coal is used in Chicago.

Q. Doesn't the By-Product Coke Company, as well as the United States Steel Corporation, have large mining interests in Franklin County, Illinois?

A. Yes, sir.

[fol. 481] Q. How much do they furnish of that 7,000,000?

A. Of that?

Q. Of that.

A. None. That is a low volatile.

Q. You are referring merely to smokeless coal?

A. I am referring to smokeless coal, entirely.

Q. The Chicago By-Product Company has mines in West Virginia, hasn't it?

A. I understand so.

Q. They supply from those mines in West Virginia?

A. I assume so.

Q. The Peoples' Gas Company, don't they have mines in Kentucky?

A. The Peoples' Gas?

Q. Yes.

A. Not that I know of. It is high volatile, if it has.

Q. Do they use smokeless coal?

A. Yes, sir.

Q. To a great extent?

A. To the extent of possibly 175,000 tons a year.

Q. What is their total amount of coal that is used by them?

A. I could not answer that question.

Q. A comparatively small percentage?

A. A comparatively small percentage of their total consumption.

[fol. 482] Q. In other words, where the companies, the by-products companies, operate near the coal fields, and can get both high volatile and low volatile coals, the percentage of low volatile coal that is used by them is very small?

A. I assume so.

Q. About 5%, is it not?

A. No; more than that.

Q. Is it your information that the Solvay people at Ashland, Ky., and Whittaker-Glessner, at Portsmouth, Ohio, and the Ironton Solvay Company, at Ironton, for by-product purposes, only use about 5% of smokeless coal?

A. That would seem remarkably low to me. The by-product plants in the West—I was talking with our by-product man on Saturday about that subject, and he stated they would use 20%, normally, of low volatile, against 80% high volatile, speaking of plants that he had in mind.

Q. I understand that your business is only about 1.4% of the smokeless coal business in Chicago; is it not?

A. I assume that is right, if you have figured it out.

Mr. Avis: That is all.

By Mr. Bell:

Q. When you stated that you had not been able to fill the demand for smokeless coal, your company, you meant by that that the Gulf Coal Company and the Gulf Smokeless Coal Company have not been able to give you as much coal as you would like to have them give you for sale on a commission basis?

A. We get no coal from the Gulf Coal Company.

Q. The Gulf Smokeless Coal Company. Is that correct?

A. Was that the final part of that question?

Q. Eliminate the Gulf Coal Company, and then what is your answer?

A. What is your question?

Mr. Bell: Read the question, Mr. Reporter.

(The reporter read the question, as follows:)

“Q. When you stated that you had not been able to fill the demand for smokeless coal, your company, you meant by that the Gulf Coal Company and the Gulf Smokeless Coal Company have not been able to give you as much coal as you would like to have them give you for sale on a commission basis?”

The Witness: That is it.

By Mr. Bell:

Q. Do you know whether your experience in selling the smokeless coal in the Chicago District is the same as that of other dealers in the Chicago District?

A. I would not say so.

Q. Have you any reason to believe that it might be different?

A. No.

Q. The other mines in the smokeless district have their own sales agencies?

A. Many of them.

Q. And for all that you know, they may be able to supply [fol. 484] all of the demand they have for smokeless coal?

A. Possibly.

Q. They may have some coal that is a drug on the market, for all you know?

A. They may have some coal that is a drug on the market, for all I know.

Mr. Bell: That is all.

By Mr. Avis:

Q. Are any of the officers or stockholders of the Gulf Smokeless Coal Company stockholders in your company?

A. No, sir.

Q. You sell strictly on a commission basis?

A. Yes, sir.

Mr. Avis: That is all.

Redirect examination.

By Mr. Scott:

Q. Would the market prices of smokeless coal in the Chicago market indicate that the experience of other dealers in Chicago would be somewhat similar to your experience?

A. I would say so.

Q. You made the statement, as I understood you awhile ago in answer to Mr. Bell, that assuming no more cars were afforded for the Western business, and assuming a very severe car shortage, that coal would not move in the Western markets in greater volumes if these Virginian Railway [fol. 485] mines were opened up than it moves at the present time?

Mr. Bell: Just a minute, before that question is answered.

Mr. Scott: If that is not correct, you correct it.

Mr. Bell: That is not the question that I asked or that was answered.

Mr. Scott: If that is not correct you can correct me. I may state that that is my recollection of what you stated.

Mr. Bell: My questions were based on a car shortage, a car shortage period.

Mr. Scott: All right, assuming a car shortage period.

By Mr. Scott:

Q. Is it not a fact, Mr. Dillon, that the more people in the market offering coal there are that has a tendency to reduce the price, whether or not the coal is available; whether or not the tonnage is available?

A. The more people offering coal there are naturally the tendency of the price is lower.

Q. Therefore, if you would open up or increase the available tonnage 12%, that is the tonnage offering 12%, do you

think that would have a tendency to reduce the prices, whether that tonnage could be delivered or not?

A. I would say so, with 12% additional coal offered in our market.

By Mr. Bell:

Q. Based on that hypothesis?

A. Yes sir.

By Mr. Scott:

Q. You made the statement that you purchased some [fol. 486] coal from the Raleigh Smokeless Coal & Coke Company. Would you have purchased that coal had there been a sufficient tonnage available at the Gulf Smokeless Coal Company's mine and other mines on the Virginian Railway?

A. It has been our purpose for years to confine our purchases to the Gulf Smokeless Coal Company, Mr. Tams, on account of our relations. We have been his agent for 9 years, and we only buy coal outside of Mr. Tams when we cannot get it from him.

Q. And that accounts for these other purchases?

A. And that accounts for these other purchases.

Mr. Scott: That is all.

Recross examination.

By Mr. Avis.

Q. You made up this Exhibit No. 8, I believe, showing the prices obtained by your company for coal from April 1, 1921, to March 31, 1922?

A. Yes, sir.

Q. I note in there that in February, March and April the prices obtainable were \$1.75 to \$2.00 per ton.

A. Yes, sir.

Q. That was the price that you obtained and the price to the company was 14 cents a ton less?

A. Yes.

Q. What was the price obtainable on other coal at that time?

A. Other smokeless coal?

[fol. 487] Q. No; high volatile coal.

A. I would have to look up our records.

Q. Was there a difference?

A. There may have been a difference in the price of Kentucky and Indiana and Illinois and Ohio.

Q. There may not have been?

A. That is a general proposition. It is altogether likely that there was a considerable difference between Ohio and Indiana and smokeless, or between Illinois and Ohio and smokeless.

Q. You are not positive as to those months as to whether there was a difference?

A. No; I cannot answer that, offhand.

Q. How about June and July? There was no other coal obtainable out there to any great extent from Indiana and Illinois?

A. No, there was none obtainable from Indiana and Illinois.

Q. You used to get all of your coal from that section?

A. Yes, sir.

Q. Do you not attribute the high prices in June and July and August more to the coal strike than anything else?

A. Our high prices are undoubtedly due to the coal strike.

Q. The prices were just as high for the high volatile as the low volatile, were they not?

A. At times. Then again, there has been some variation, but, generally speaking —

[fol. 488] Q. (Interposing.) I mean during the months I mentioned. It was a question of getting any coal that you could get at any price, wasn't it?

A. Yes, sir.

Q. There was no distinction as between the high volatile and the low volatile coals so far as prices were concerned during those particular months, was there?

A. Are you making a statement? I didn't get the question.

Mr. Avis: Will you read it back?

Examiner Hunter: I think the witness already testified that he does not remember.

The Witness: I cannot give the details.

Mr. Avis: All right.

By Mr. Bell:

Q. Of the tonnage which you considered in making up that statement, Mr. Dillon, what percentage was contract coal?

A. I cannot answer that.

Q. Generally speaking, what percentage of the smokeless coal which you sell in the Chicago District is contract coal as distinguished from spot coal?

A. Some years we have sold all contract coal, and other years similar to this one, no contract coal.

Q. Then the period covered by this statement included no contract coal?

A. Speaking from memory only, I would say it covered [fol. 489] no contract coal during that period.

Q. Did I understand you correctly to state that the number of dealers or the number of companies offering coal for sale would have a tendency to reduce prices? Did you make that statement in answer to a question on redirect examination by Mr. Scott?

A. I would say generally that the greater number soliciting; the greater number competing, the tendency would be toward lower prices.

Q. Then if there were more local mines opened on the Chesapeake & Ohio Railway the result would be the same?

A. A greater competition of numbers, I would imagine so.

Q. Or if more brokers went into the business to try to sell the coal of the Tams Coal Company, the effect would be the same?

A. If they had the tonnage to offer.

Q. In other words, your complaint is largely based on the fact that other producers in the New River District have arranged through other sources to sell their coal, and Mr. Tams has not been able to furnish you enough tonnage to fill your demand?

A. Are you making a statement, or are you asking a question?

Q. Is that a correct statement of the situation?

A. Not altogether.

Q. Largely?

[fol. 490] A. Possibly, selfishly, largely.

Mr. Bell: That is all.

Examiner Hunter: Are there any further questions of this witness?

(No response.)

(Witness excused.)

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R. HEWITT was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. With what company are you connected?

A. The Devil's Fork Coal Company.

Q. The Devil's Fork Coal Company is one of the interveners in this proceeding?

A. It is.

Mr. Carmalt: Will you kindly keep your voice up?

The Witness: Yes, sir.

By Mr. Scott:

Q. Are you connected with any other company in the Virginian Railway New River District?

A. Yes, sir.

Q. What other company?

A. The Miller-Pocahontas Coal Company.

Q. Is that company also an intervener in this proceeding?

A. Yes, it is.

[fol. 491] Q. Where is the Devil's Fork Coal Company?

A. On the branch of the Virginian Railway between Mullins and Stone Coal Junction, about 6 miles from Mullins.

Q. Where is the Miller-Pocahontas Coal Company?

A. On the same branch, about 2 miles from Miller, on the Winding Gulf Branch of the Virginian Railway. The one is about 6 miles from Mullins and the other about 2 miles.

Q. Are these two companies served exclusively by the Virginian Railway?

A. They are.

Q. What is the general character of the coal produced by the two companies which you represent?

A. It is a low volatile coal, commonly called smokeless coal, Pocahontas smokeless coal.

Q. In what markets do you dispose of the present output?

A. It is consumed wholly at tidewater, and a slight tonnage goes to the Carolinas and Southern cotton mills. The majority of it goes to tidewater.

Q. Are there markets in the central western territory that you might reach if joint through rates on the New River District basis were established from your mines?

A. I think so.

Q. What rate would it be necessary for you to have in order to compete in the Western markets?

A. A rate equal to our competitors' in business in the [fol. 492] Norfolk & Western and Chesapeake & Ohio Railways New River fields.

Q. Would it be possible for you to absorb any arbitrary over the rate applying from the New River-Pocahontas District?

A. Not in normal times. There might be an abnormal market whereby we could, possibly.

Q. Have you anything further to say in this connection?

A. Nothing except that we feel that we are more or less discriminated against due to the fact that the joint mines have a greater percentage of delivery on account of their connections with additional railroads, such as the Chesapeake & Ohio, and have advantage of an eastern and western market, big consumers of smokeless coal.

Q. Mr. Hewitt, do you have any specific information as to the prices obtained during the month of October for any mine on the Norfolk & Western Railway in the Pocahontas District?

A. Yes, I have specific mines in mind whereby they shipped exclusively west on the Norfolk & Western, and altogether to the eastern market on the Virginian Railway. The Virginian Railway mines which have nothing but an eastern outlet ship everything east, and the Norfolk & Western mines ship everything west, and I happened to

have these comparative figures on this particular month of October.

Q. What are those comparative figures?

A. There is a difference of \$1.67 per net ton in favor of [fol. 493] the Norfolk & Western Railway shipper who shipped altogether west.

By Mr. Avis:

Q. October of this year?

A. Yes, sir.

By Mr. Scott:

Q. Were both the eastern and western markets available to the Norfolk & Western shipper?

A. They were.

Q. Did the coal from each mine run about the same in grade?

A. It was the same seam of coal, practically of the same character, and in both instances it was run of mine coal, neither plant making any screenings.

Mr. Scott: That is all.

Cross-examination.

By Mr. Carmalt:

Q. How many mines does the Devils Fork Coal Company operate?

A. One mine.

Q. How many mines does the Miller-Pocahontas Coal Company operate?

A. Two mines.

Mr. Carmalt: That is all.

By Mr. Bell:

Q. Mr. Hewitt, was the mine that shipped all of its coal east during October your own mine?

A. I am referring to the Devils Fork mine at that time.

Q. In the comparison that you made with the mines on the Norfolk & Western?

[fol. 494] A. Yes, sir.

Q. What percentage of that coal was contract coal and what percentage spot?

A. I am not interested in the selling end of it. We have agencies, and I would not be in a position to state exactly, other than according to my instructions to agents there should not have been any contract coal; if any, a very small proportion, but I could not say definitely.

Q. In other words, you anticipated the period of high prices this fall and you instructed your agents not to contract any coal, but to wait for high prices. Is that correct?

A. Partially so, yes, sir.

Q. If you had this connection to the west you would have given the same instructions, would you not?

A. In all probability I would.

Q. And benefited the public to that extent?

A. Well, we would not exactly figure it from that angle.

Q. In other words, your appearance here is in your own selfish interest, and not in the interest of the public from any standpoint?

Mr. Scott: Mr. Examiner, I object to this line of questions.

Examiner Hunter: I take it that Mr. Bell's clients are here largely for the same purpose.

Mr. Bell: Yes, sir, they are. They have not testified yet, though, whether their appearance was in the interest of [fol. 495] the public.

Mr. Scott: This witness, I do not believe, has made any claims about the public being interested in —

Mr. Bell (interposing): I thought he had in his direct testimony.

Mr. Scott: I think that you are mistaken about that.

Examiner Hunter: I think the testimony goes to that in a general way by showing how the competition will be increased, and of course benefit the public to that extent. I do not think it is necessary for each of the companies to establish that they are a sort of an eleemosynary institution, or anything of that sort.

Mr. Scott: We will admit that this witness is looking out for his own interests in this proceeding. He has not testified about the public interest.

By Mr. Bell:

Q. Do you know what percentage of the coal, of the smokeless coal that goes to tidewater is sold to the Government for Navy purposes?

A. No, I would not say.

Q. Is it quite a substantial percentage?

A. I would not be in a position to make a statement on that.

Mr. Bell: That is all.

By Mr. Avis:

Q. What is the car allotment of the Devils Fork Coal Company?

A. The last official allotment of cars was 650 tons per day.

[fol. 496] Q. That was as of Saturday?

A. As of October.

Q. As of October?

A. Yes.

Q. What is that of the Miller-Pocahontas Coal Company?

A. My impression is that it was 850, and the Virginia smokeless, which is a colliery of the Miller-Pocahontas was 600 tons.

Q. Your total production would be about how much?

A. That would depend on the car supply. At the present time about 12,000 tons per month. With a full car supply, possibly 40,000 tons.

Q. I understood you to say that you are shipping all of your coal to tidewater and to the Carolinas.

A. On the Virginian Railway.

Q. Haven't you a market for all of the coal that you can produce in those places right now, and aren't you suffering more from a car shortage than you are from a lack of markets?

A. I do not think any coal shipper is suffering from lack of market now on the Chesapeake & Ohio and the Virginian Railway, or the Norfolk & Western.

Q. Couldn't you sell your entire output in the Carolinas and at seaboard, at this time?

A. If you do not care what price you get you can sell coal at any place at any time—I could give it away.

[fol. 497] Q. Isn't your trouble in the east with regard to low prices at this time due largely to the fact that there has been a lot of foreign coal shipped to this country on account of the high prices, due to the strike conditions last summer? Isn't the eastern market largely glutted on that account?

A. That possibly has a bearing on it.

Q. When you went to operate on the Virginian Railway, you knew that there was only one outlet, didn't you?

A. I had hopes of there being others.

Q. Do you operate on any other railroad now?

A. We have been on the Norfolk & Western for 35 years.

Q. How long have you been operating over the Virginian Railway?

A. Since 1916.

Q. Haven't your Virginian Railway operations been more successful for the capital invested than your Norfolk & Western Railway operations?

A. No, sir; decidedly not.

Q. What did you mean when you said that the joint mines have a greater percentage of car allotment?

A. I meant that the joint mines who had Chesapeake & Ohio connection as well as Virginian Railway connection received 75% in each case, which gave them 150% car supply, against a straight Virginian Railway shipper, such mines as may get 100%.

[fol. 498] Q. You didn't mean that there was any discrimination among the operators on the Virginian Railway? You just referred to the fact that you would get more cars because you got them from two sources. That is what you meant?

A. Both eastern and western outlet. In other words, if I had no advantage—what I mean to say, if you will let me correct myself, is that by having a western outlet, when the market was dull in the east, there would be the possibility of our agents being able to secure a market west. That is constantly coming up to me. I am not in the selling end of it. I am in the operating end of it. I have our agents constantly putting it up to me all the time when I get after them about regular movements of coal, "If we had a western outlet we could dispose of the coal at a better advantage."

Q. What is your company on the Norfolk & Western Railway?

A. I am connected as Vice-President with the Buckeye Coal & Coke Company.

Q. Smokeless coal?

A. No, 3 seam.

Q. What percentage of the coal goes east and west?

A. It is handled by Castner, Curran & Bullitt. I would not be in a position to say.

Q. Does any of it go west?

A. Yes.

Q. It is a very small percentage, is it not?

[fol. 499] A. No, I would say possibly 30%. I could not say that authentically, but, approximately.

Q. Isn't it true that there is less competition in the west this year or in the western markets this year, due to the coal strike, than ever before?

A. It had the same effect in the eastern market. The coal strike has affected the market both east and west.

Q. I am speaking about competition. Hasn't the competition in the west always been greater than it has been in the east, up until this year?

A. I would not say so.

Q. You haven't had to compete with any operators in Ohio, Illinois, Indiana and western Pennsylvania during this strike period, have you?

A. High volatile coal is going in there all the time.

Q. There was none produced in those fields from April 1 to the latter part of August, was there?

A. Very little, I would say.

Mr. Avis: That is all.

Mr. Scott: That is all.

(Witness excused.)

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Mr. Scott: Your Honor, we have present representatives of the other intervening companies located exclusively on the Virginian Railway. If these gentlemen (indicating de-[fol. 500] fendants) will stipulate that the other representatives will testify to the same line of testimony as given by Mr. Hewitt we will agree to that stipulation, and that the same questions would be asked on cross-examination. That will avoid putting in a lot of cumulative testimony.

Mr. Knight: I am afraid that we cannot promise that for the Virginian Railway, Mr. Scott.

Mr. Scott: We can put each witness on the stand, then.

Mr. Knight: I would like to ask a question of Mr. Hewitt.

R. HEWITT, a witness previously sworn and examined on behalf of the complainant, resumed the stand and testified further as follows:

Cross-examination (cont'd).

By Mr. Knight:

Q. Does Castner, Curran & Bullitt handle all of your Norfolk & Western coal as well as the Virginian Railway coal?

A. Castner, Curran & Bullitt handle the Norfolk & Western tonnage, but does not handle the Virginian Railway tonnage.

Q. Who handles your Virginian Railway tonnage?

A. The Bluefield Coal & Coke Company, Bluefield, W. Va.

Mr. Knight: That is all.

(Witness excused.)

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[fol. 501] Mr. Scott: I will call Mr. Beale.

W. B. BEALE was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. Give your name and address.

A. W. B. Beale, Fireco, W. Va.

Q. With what company are you connected?

A. I am Vice President in charge of operation for the Leckie Fire Creek Coal Company.

Q. Where is that coal company located?

A. On the Winding Gulf Branch of the Virginian Railway.

Q. What shipping station?

A. Fireco.

Q. What is your present daily allotment?

A. Our allotment up to the recent change was approximately 1,000 tons per day; 19.6 cars, I think.

Q. Are you dependent exclusively on the Virginian Railway for service and rates?

A. Yes, sir.

Q. Did you hear the testimony given by Mr. Hewitt?

A. Yes, sir.

Q. Do you adopt as equally applicable to your situation the conditions that he has described?

[fol. 502] A. Yes, sir.

Mr. Scott: That is all.

Cross-examination.

By Mr. Avis:

Q. Have you ever sought a western market for your coal?

A. I have nothing to do with the sales end; only the operating end.

Q. Has your company ever sought it, if you know?

A. I do not know about that. We sell through a subsidiary company. I have nothing to do with that company.

Mr. Scott: We will put on a man in regard to that, if you want, Mr. Avis.

Mr. Avis: I just thought I would get such information I could.

By Mr. Avis:

Q. Did you ever operate on the Norfolk & Western Railway?

A. Yes, sir.

Q. When did you operate?

A. On the Chesapeake & Ohio now and the Norfolk & Western, we operate over there; I have been away for six days, though.

Q. How is the car supply on the Chesapeake & Ohio as compared with that of the Virginian Railway?

A. There is not very much difference at the present time, Captain.

Q. That is largely due, is it not, to this strike that we had, shop strike?

[fol. 503] A. I think so.

Q. Prior to that shop strike, what has your experience been as to the car supply as between the Chesapeake & Ohio Railway and the Virginian Railway?

A. Well, when we commenced to operate on the Chesapeake & Ohio it was just before the strike, and we had a free car supply during the development period.

Q. Prior to the first of April?

A. Yes, sir.

Q. There was not much demand for coal at that time, was there?

A. No.

Q. So you have had no experience extending over a period of years?

A. No, sir, not on the Chesapeake & Ohio Railway.

Q. You have general knowledge of the situation, have you not, and from your inquiries and general knowledge of the situation, how does the car supply on the Virginian Railway in the past compare with that on the Chesapeake & Ohio Railway?

A. Oh, up to this, the past 2 years, I would say that it has been very much better on the Virginian Railway than on the Chesapeake & Ohio Railway.

Q. How about the Virginian Railway as compared with the Norfolk & Western over the same period?

[fol. 504] A. The same period?

Q. Yes.

A. I do not think there is any difference. Possibly it favors the Norfolk & Western Railway.

Q. Whereabouts do you operate on the Chesapeake & Ohio?

A. Logan County.

Q. That is in the high volatile section?

A. That is in the high volatile section.

Q. How does your car supply compare at the present time between the Virginian Railway and the Chesapeake & Ohio Railway?

A. The Chesapeake & Ohio is better than the Virginian Railway.

Q. At Logan?

A. Yes, sir.

Q. To what do you attribute that?

A. I do not know, sir. I cannot tell you that. We do not get the cars in either place, but we do get a better percentage this month on the Chesapeake & Ohio than on the Virginian Railway.

Q. This month?

A. Yes, sir. I would say about the same thing last month.

Q. How about the Norfolk & Western Railway?

A. I cannot speak for that.

Q. You cannot speak in regard to that?

[fol. 505] A. No. I am interested, but not in the management.

Mr. Avis: That is all.

Examiner Hunter: Are there any further questions?

Mr. Bell: No questions.

(Witness excused.)

Mr. Scott: I will call Mr. Leckie.

A. F. LECKIE was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. What is your connection, Mr. Leckie, with the Leckie Fire Creek Coal Company?

A. President.

Q. Some question was asked by Mr. Bell in connection with sales. Are you connected with the operation on the Norfolk & Western Railway?

A. Yes.

Q. Have you any information with you comparing the prices received by your Norfolk & Western Railway operations in the western market with the prices received from your Virginian Railway tonnage, from your Virginian Railway operations in the eastern market?

A. Yes. In September the price on the Norfolk & West-  
[fol. 506] ern was \$1.82 better than the Virginian Railway.

Q. The western market was better than the eastern market?

A. Yes, sir.

Q. Do you happen to have with you the figures for any other months than September?

A. Yes, I have the figures from January to September.

Q. Would you just read those into the record, giving me the difference in favor of the western market?

A. 18 cents in January, 11 cents in February, 39 cents in March, 34 cents in April, 39 cents in May, 79 cents in June, \$1.89 in July, \$2.69 in August, \$1.82 in September.

Mr. Scott: That is all.

Cross-examination.

By Mr. Avis:

Q. That was due to strike conditions, the increase in the western market?

A. The last few months, but not January. That was a normal month, and the western shipments on the Norfolk & Western were 18 cents better than the Virginian Railway shipments east—the price.

[fol. 507] Q. There has been a large quantity of coal shipped into the eastern market recently, has there not?

A. Yes, sir.

Q. You would not consider this period as a typical period, during this strike period?

A. No, not during the strike period.

Mr. Avis: That is all.

By Mr. Yarborough:

Q. Did you ever operate a mine on the Chesapeake & Ohio Railway, Mr. Leckie?

A. I have an interest in a small mine on the Chesapeake & Ohio.

Q. High or low volatile?

A. High.

Q. How is your car supply on the Chesapeake & Ohio Railway as compared with your car supply on the Norfolk & Western Railway?

A. As a rule, the Norfolk & Western has the better car supply.

Q. Generally it has the better car supply?

A. Yes.

Mr. Yarborough: That is all.

By Mr. Bell:

Q. What percentage of the tonnage upon which you base your figures as to the average prices east and west was contract tonnage east and west?

A. On the Virginian Railway we have a larger portion of contracts than we have on the Norfolk & Western Railway. [fol. 508] Q. When were those contracts made?

A. April.

Q. At that time how did the price of coal compare with the present price?

A. Considerably less.

Mr. Bell: That is all.

Redirect examination.

By Mr. Scott:

Q. Mr. Leekie, would you say the months of January, February and March, 1922, were typical months?

A. Yes, I would.

Q. Had there at that time been any importations of British coal that you know of?

A. No, I do not think so.

Mr. Scott: That is all.

Recross-examination.

By Mr. Bell:

Q. Did you ship any spot coal at all east during the period which you mentioned?

A. During the year?

Q. During the period—

A. (Interposing.) The past year, you mean, from January, on?

Q. Yes.

A. Certainly.

By Mr. Avis:

Q. You spoke of January, February and March of this year as being typical months.

[fol. 509] A. I should think so, yes.

Q. Mr. Leckie, was it not generally known in January and February that a nation-wide strike was going to be called, and had it not been called in March, 1922?

A. Prices were mighty low in January and February.

Q. But it was known at that time that there was to be a strike on April 1, was it not?

A. There was doubt in everybody's mind whether there would be a strike or not.

Q. They had announced that it was their purpose to strike, had they not?

A. I think so.

Q. And it had been called in March, had it not,

A. I think so; yes, sir.

Q. Don't you think that would have something to do with the prices obtaining in January, February and March, 1922?

A. That would affect the East as well as the West.

Q. You operate in a non-union field, do you not?

A. Solely.

Q. That strike would not affect the production of the mines in the non-union fields?

A. No.

Mr. Avis: That is all.

Mr. Scott: That is all.

(Witness excused.)

[fol. 510] Mr. Scott: I will call Mr. Williamson.

E. E. WILLIAMSON was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. Give your full name to the reporter.

A. E. E. Williamson, residence, Washington, D. C.

Q. How many years' experience have you had in transportation matters?

A. About 37 years.

Q. And about how much of that time has been spent with the railroads, Mr. Williamson?

A. Approximately 16 years.

Q. And the balance of your transportation experience has been in connection with what?

A. In connection with the problems of shippers and shortline railroads.

Q. Have you ever had occasion to make any particular study of transportation conditions in the New River District with respect to the coal traffic, and if so, what has been your experience along this line?

A. Yes, I have studied the situation in numerous instances, and have testified in a number of cases which involved rates on coal from this territory to various destinations.

[fol. 511] For instance, I was a witness in the proceeding known as I. & S. Docket No. 774, which involved rates and rate relationships on coal from various coal-producing districts in Pennsylvania, West Virginia, Virginia, Tennessee, Kentucky and Ohio to destinations in Central Freight Association territory.

I also testified in I. & S. Docket No. 1170, Bituminous Coal from Sewall Valley Railroad Stations, and in which proceeding the Interstate Commerce Commission required the Chesapeake & Ohio Railway to continue the New River District rates eastbound and westbound from coal-shipping stations on the Sewall Valley Railroad.

Within the past two years I have testified on behalf of the coal shippers in Docket No. 12631, McKell Coal & Coke Company, et al. vs. Chesapeake & Ohio Railway Company, and in Docket No. 13158, Nelson Fuel Company vs. Chesapeake & Ohio Railway Company, et al.

In these two cases, coal operations located on two short line railroads in the New River District, the Kanawha, Glen Jean & Eastern Railroad, and the Greenbrier & Eastern Railroad, asked for the establishment of joint through rates from their mines on the New River District basis. From the studies made in these various proceedings I have become rather familiar with conditions generally, in the New River District.

[fol. 512] Q. Are you familiar with the matters involved in this proceeding?

A. Yes, sir.

Mr. Carmalt: May I interrupt to ask whether Mr. Williamson qualifies as a transportation or traffic expert?

Mr. Scott: His testimony will be in connection with rate matters, traffic matters. He will qualify for either, if you want him to qualify.

The Witness: I will state on the record that my experience with the carriers for a great many years has been in the traffic department. I associated very closely with the transportation department, and came in contact with a great many transportation problems, and in recent years, in connection with the short-line railroads I have gone over the short-line railroads from an operating standpoint, and made recommendations as to economic changes to be made, for the economical operation of the railroads, and I have made that a particular study in connection with short-line railroads.

By Mr. Carmalt:

Q. On short-line railroads?

A. On short-line railroads.

Q. I am perfectly familiar with your experience as a traffic man, but had not known of your experience as an operating man. That, I understand now, to be limited to your recent studies of the short-line railroad operations?

[fol. 513] A. I would say that all during my experience in connection with traffic matters, I was very closely associated in transportation matters, in constant touch with transportation problems, having up also those transportation problems as affecting conditions, and while I am frank to say that I have never had an official title in connection with operating companies, still recently I have had to do very considerably with operating problems in connection with short-line railroads.

Q. That chiefly as a matter of observation?

A. As to the going on the property, going over it, noting the conditions, and seeing what they were, and making recommendations, and having those recommendations adopted, and especially have I had considerable experience in the matter of terminal operations; terminal property.

Mr. Scott: I do not think it will be necessary to go further into those things, as Mr. Williamson's testimony will be confined to traffic matters.

By Mr. Carmalt:

Q. I do not understand that you have any experience in the matter of the operation of terminal property other than traffic observation.

A. In the observation of actual operation. I have never held any official title.

Mr. Carmalt: That is all. I didn't mean to interrupt, but I thought it important to get that straightened out.

By Mr. Scott:

[fol. 514] Q. Have you had prepared under your direction a map showing the main line and branches of the Chesapeake & Ohio and the Virginian railways in the territory known as the New River coal territory?

A. Yes.

Mr. Scott: Mr. Examiner, we offer this map in evidence as Complainant's Exhibit No. 9.

Examiner Hunter: It will be received in evidence.

(The map referred to was received in evidence, marked "Complainant's Exhibit No. 9, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. Will you please state what you want to specifically direct attention to in connection with this map, Exhibit No. 9?

A. The purpose of this map is to give the Commission and the Examiner a clear idea of the physical location of the railroad lines of the Chesapeake & Ohio Railway and the Virginian Railway in the New River District.

The map also shows the location of the Kanawha, Glen Jean & Eastern Railway, which connects with the main line of the Virginian Railway at Pax, W. Va., and with the Chesapeake & Ohio Railway at Kilsyth Junction.

This map shows all of the so-called New River coal territory with the exception of the Sewall Valley and Greenbrier & Eastern Railroads.

[fol. 515] The Sewall Valley connects with the main line of the Chesapeake & Ohio Railway at Meadow Creek, W. Va., a main line point, as will be noted from the map, at the extreme eastern end of the district.

The Sewall Valley extends north from Meadow Creek through Ranell to Nolan, W. Va., a distance of some 40 miles. At a point up the line about 20 miles (Greenbrier & Eastern Junction) the Greenbrier & Eastern Railroad connects with the Sewall Valley Railroad and extends beyond for a distance of about 10 miles.

Q. I notice at various places on the map lines of different colors appear. The significance of these colored lines is fully explained on the map, is it not?

A. Yes.

Q. Have you anything further to add by way of explanation?

A. At various points in the New River District, the Chesapeake & Ohio Railway has secured trackage rights over parts of the line of the Virginian Railway, and vice versa, the Virginian Railway has secured trackage rights over the Chesapeake & Ohio.

The rights to operate these tracks under the trackage agreements have not been exercised, but instead, operating agreements have been entered into whereby the Virginian Railway performs the operation over its own rails and likewise the Chesapeake & Ohio performs the operation for the [fol. 516] Virginian Railway over its own rails.

The Stone Coal Branch, which is indicated on the map in yellow, is a line owned jointly by the Chesapeake & Ohio and the Virginian Railways, but the Virginian Railway performs all of the operation on this branch, turning over to the Chesapeake & Ohio coal tonnage to the Chesapeake & Ohio Railway at Stone Coal Junction.

All of the mines located at coal shipping stations in the colored territory are treated as joint mines receiving the advantages of joint service, and are also accorded the Chesapeake & Ohio New River District rates, both eastbound and westbound, as well as the Virginian Railway New River District rates eastbound.

The complainant's mine at Hot Coal, it will be noted, does not happen to be located on a part of the Virginian Railway which is accorded the joint service. A glance at the map will show how the lines of the Virginian Railway

and Chesapeake & Ohio practically parallel each other at various places in the district.

Q. Will you please explain the meaning of the blue stars which appear on the map?

A. The blue stars on the map indicate the mines of the coal company, the location of the coal companies that have intervened in this proceeding.

Q. Are you able to produce the trackage contracts and [fol. 517] operating agreements between the Chesapeake & Ohio and Virginian railways in connection with these joint operations in the New River District?

A. Yes, I have had copies made of these contracts which were offered in evidence in Docket No. 12631, McKell Coal & Coke Company vs. Chesapeake & Ohio Railway, et al., and I offer the same as Exhibit No. 10.

Mr. Scott: I might explain, your Honor, that what we have are the contracts in part, covering the operating agreements. Now, Mr. Patterson, who represents the Chesapeake & Ohio, tells me that he has brought with him the printed contract agreement between the Chesapeake & Ohio and the Virginian railways, which covers the track-age rights. He has brought that at our request, and will offer it through his own witness. What we are now offering is, as we understand it, a complete statement of all the (that is, together with what Mr. Patterson will offer) operating contracts and joint trackage agreements in the New River District between the Chesapeake & Ohio Railway and the Virginian Railway.

There is also attached to these operating agreements a copy of a letter from Mr. Bronson, which is somewhat in the nature of an explanation.

Mr. Carmalt: Letter from Mr. Bronson to whom?

Mr. Scott: This is a letter from Mr. Bronson to Mr. James, with a copy to Mr. George B. McGinty, Secretary of [fol. 518] the Interstate Commerce Commission. This was furnished subsequent to the hearing at the request of Mr. James, and Mr. Bronson agreed to furnish it.

Mr. Carmalt: This is a part of the record as made in Docket No. 12631?

Mr. Scott: That is correct. In so far as this is not complete, Mr. Patterson will offer the other contract. We offer this as Complainant's Exhibit No. 10.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 10, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. Have you prepared a map which indicates the relative location of the Virginian Railway mines with respect to mines located in other so-called Outer Crescent districts?

A. Yes, I have prepared such a map.

Mr. Scott: Mr. Examiner, we offer the map referred to in evidence as Complainant's Exhibit No. 11.

Examiner Hunter: It will be received in evidence.

(The map referred to was received in evidence, marked "Complainant's Exhibit No. 11, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. What did you intend to illustrate by this map, Mr. Williamson?

[fol. 519] A. My purpose in preparing this map was to show graphically the locations of various groups of mines in the so-called Outer Crescent taking common rates to destinations in Central Freight Association territory.

The map shows the Chesapeake & Ohio New River District and the Norfolk & Western Pocahontas, Tug River and Clinch Valley districts Nos. 1 and 2, and also the group of mines on the Carolina, Clinchfield & Ohio Railway, from which the Chesapeake & Ohio Railway publishes rates to Central Freight Association territory on the New River District basis.

As stated, the rates from all of the mines within the group shown on the map with the exception of the Virginian Railway mines take the same rates to destinations in Central Freight Association territory.

Q. In connection with this map, have you prepared a statement comparing the average distances from the various groups?

A. Yes, I have prepared such a statement.

By Mr. Carmalt:

Q. May I interrupt to ask whether this map has been used in any other case, or has it been colored and lined up for this case only, by Mr. Williamson?

A. I lined it up for this case.

I will state this, that the map is a section of the official Central Freight Association territory junction point map published by Eugene Morris, who is the Chairman of the [fol. 520] Association. I took the section to the lower right-hand corner, and had it photographed, so that this represents on a larger scale the official Central Freight Association map of the carriers, and then I have colored it as indicated.

Mr. Scott: We offer this statement in evidence as Complainant's Exhibit No. 12.

Examiner Hunter: It will be received in evidence.

(The statement referred to was received in evidence, marked "Complainant's Exhibit No. 12, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. What have you to say about this exhibit, Mr. Williamson?

A. This is an exhibit consisting of 7 sheets.

Sheet 1 is a recapitulation or summary sheet, and shows at a glance the average distances from the various coal producing groups shown on this Exhibit 12 to Kenova, W. Va., a point through which coal from all of the districts shown would move to Central Freight Association territory.

I should call attention to the fact that coal from Carolina, Clinchfield & Ohio Railway stations would not move through Kenova, but would move through Catlettsburg, Ky., about three miles west of Kenova.

Sheets Nos. 2 to 7 of the exhibit are merely working sheets and show the distances from each coal shipping station into the various groups to Kenova. This exhibit [fol. 521] shows that the average distance from Virginian Railway mines compares very favorably with the average distance from the other coal producing districts.

Q. The working sheets in connection with your Exhibit No. 12 show that there is a very wide range in distances from various points within the different groups, do they not?

A. Yes, sir. For instance, the shortest distance to Kenova from any coal shipping station in the New River District is 95.2 miles from Old Gauley, W. Va., while the most distant point is Lillybrook, a distance of 173.4 miles to Kenova. This is a range of 78 miles. In the Pocahontas District on the Norfolk & Western Railway the distance to Kenova varies from 147 miles from Havaco, W. Va., to 191 miles from Algonquin, W. Va., a range of 44 miles. In the Tug River District the range is 26 miles. In the Clinch Valley No. 1 District the range is 25 miles, and in Clinch Valley District No. 2, 41 miles.

The coal shipping station nearest Kenova taking the group rate is Old Gauley, 95.2 miles, while the most distant coal shipping station taking the group rate is Norton, Va., in the Norfolk & Western Clinch Valley District No. 2, which is 233 miles from Kenova. The range here is 138 miles.

Q. Does this exhibit show that distance has been considered as much of a factor in fixing these coal rates?

A. No, sir. Distance has been apparently disregarded [fol. 522] to a very large extent.

Before leaving this exhibit, I should like to call attention to the fact that in setting down the coal shipping stations from the Chesapeake & Ohio New River District, and the Virginian Railway, I have not duplicated shipping stations except in the case of the Stone Coal Branch, this Stone Coal Branch being owned jointly by the Virginian Railway and the Chesapeake & Ohio Railway, I have shown the stations twice. All other coal shipping stations have been allocated to the respective roads upon which they are physically located.

Q. Now, carrying out a little further the thoughts which you have expressed in connection with your last exhibit, have you prepared a statement which compares the distances from the most extreme points in the various districts shown on your Exhibit No. 11?

A. Yes, sir.

Mr. Scott: We offer the statement in evidence as Complainant's Exhibit No 13, Mr. Examiner.

Examiner Hunter: It will be received in evidence.

(The statement referred to was received in evidence, marked "Complainant's Exhibit No. 13, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. Have you any comment to make in connection with this exhibit, Mr. Williamson?

[fol. 523] A. This exhibit shows that the average distance from Fireco, W. Va., the most distant point in the Virginian Railway New River District, compares very favorably with the most distant point in the other groups, which take common rates to Central Freight Association territory.

Q. I notice here on your Exhibit No. 13 you show a distance of 233 miles from Norton, Va., to Kenova, W. Va. Have you any information as to the conditions of transportation between Norton and Graham, for instance?

A. I have an extract of the testimony of Mr. D. E. Sangler, General Superintendent of Transportation, of the Norfolk & Western Railway Company, in I. C. C. Docket No. 6324, and I offer that as Exhibit No. 14.

By Mr. Bell:

Q. Of what date, Mr. Williamson, was that testimony given?

A. That case was some four or five years ago.

In connection with Exhibit No. 14 I will also offer as Exhibit No. 15—

Mr. Carmalt: Mr. Examiner, I do not know anything about this Exhibit No. 14 that is now offered, purporting to be an extract of testimony of Mr. D. E. Spangler in another case. I should object to this exhibit going in. It does not appear in any way here that the issues in the proceeding there taken were the same as the issues here, or in the connection that this testimony is given. If Mr. Spangler [fol. 524] is available I should think that the proper way to introduce testimony of this sort would be to bring the witness here. I must object to that testimony. I do not know

anything about what it contains, and it seems to me that we are throwing into the record something that they have established no basis for here, and through another witness, when the author of the testimony is available.

By Mr. Scott:

Q. Is the Virginian Railway a party to that proceeding?

A. The Virginian Railway is a party to that proceeding. The Chesapeake & Ohio Railway was a party.

By Mr. Carmalt:

Q. But the testimony was offered in a very different connection, as I understand it.

A. It was offered to show what the operating conditions were, and we are offering it for that same purpose.

In this case it shows the operating conditions from the Clinch Valley No. 1 and No. 2 districts, to as far as Columbus, Ohio, in connection with coal moving to Central Freight Association territory, which is one of the issues in this case. It bears on the issue in this case, and is a comparison of the situation.

Mr. Bell: I further object to it, Mr. Examiner, for the reason that it has not yet appeared that the Norfolk & Western Railway participates or would participate in the movement of traffic from points on the Virginian Railway to [fol. 525] the destination territory involved.

If the Norfolk & Western Railway, for reasons of its own, decides to carry a certain adjustment of rates from mines on its line to destination territory involved, I do not understand that is any reason why the Virginian Railway and the Chesapeake & Ohio Railway should do the same thing from their local mines.

By Mr. Scott:

Q. Do you know, Mr. Williamson, whether the Norfolk & Western Railway is a party to the tariffs which are enumerated in the complaint, covering the territory which is involved in this case?

A. They are parties to those tariffs.

By Mr. Bell:

Q. They are parties to those tariffs on traffic moving from their mines?

A. Yes, sir, and some from mines on the Chesapeake & Ohio, too; they are parties to the Chesapeake & Ohio tariff.

Examiner Hunter: The objection is sustained.

By Mr. Scott:

Q. Do you know of any territory where the Chesapeake & Ohio Railway accords district rates to coal operations on other railroads, where the average distances from the operations on such other railroads are in excess of the average distance from the Chesapeake & Ohio Railway's own producing district?

A. Yes, sir. This is the situation with respect to the Sandy Valley & Elkhorn and Long Fork railways, roads [fol. 526] owned by the Baltimore & Ohio, and connecting with the Chesapeake & Ohio in the Big Sandy Kentucky District, and also with respect to certain coal operations located on the Carolina, Clinchfield & Ohio Railway in Virginia.

Q. Have you prepared an exhibit which illustrates this situation?

A. Yes, sir.

Mr. Scott: We offer the statement referred to as Complainant's Exhibit No. 14.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 14, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. Briefly, describe this exhibit.

A. This exhibit shows the distances to Cincinnati from the Chesapeake & Ohio Groups 2, 3, 4 and 5, separately and combined, and also from Sandy Valley & Elkhorn and Long Fork railway stations, and C. C. & O. to railway stations taking Group 5 rates.

The Chesapeake & Ohio Railway publishes the same rates from coal shipping stations in its Groups 2, 3, 4 and 5. The

average distance from the stations in these groups to Cincinnati, is 230.6 miles. The Chesapeake & Ohio publishes the same rates from Sandy Valley & Elkhorn Railway stations, the average distance to Cincinnati from these points [fol. 527] being 282.2 miles, also from Long Fork Railway stations, having an average distance to Cincinnati of 253 miles, and from Carolina, Clinchfield & Ohio stations taking Group 5 rates to Cincinnati, an average distance of 292.9 miles.

In other words, the average distance from the Sandy Valley & Elkhorn Railway stations is 50 miles greater than the Chesapeake & Ohio's own groups, the average Long Fork Railway stations is 23 miles greater, and the average distance from the Carolina, Clinchfield & Ohio stations taking Group 5 rates is 62 miles greater.

And in that connection, I want to call attention to Exhibit No. 11. On this Exhibit No. 11, Mr. Examiner, is shown the Long Fork Railway, the Sandy Valley & Elkhorn Railway, and the Carolina, Clinchfield & Ohio Railway, and in all three of those instances of independent lines to which the Chesapeake & Ohio Railroad has voluntarily established district rates, are the average distances from those independent lines greater than the average distance from the Chesapeake & Ohio group, and from which group they apply a common rate from those three lines I have just mentioned, and I have detailed to the extent, for instance, from the Long Fork Railway, the average distance from that line to which the Chesapeake & Ohio has voluntarily extended the district rate, which is 23 miles greater than the Chesapeake & Ohio group mines No. 5, and that is the average distances of the—that the Virginian Railway mines are greater than the Chesapeake & Ohio New River District rate.

The other two roads, the Sandy Valley & Elkhorn, and the Carolina, Clinchfield & Ohio, the distances are greater.

In the case of the Sandy Valley & Elkhorn it is 50 miles greater than the average from the Chesapeake & Ohio Group 5 mines, and the Carolina, Clinchfield & Ohio, 63 miles greater.

In all three instances the Chesapeake & Ohio has voluntarily established those joint district rates.

Q. What was the difference between the average distance from the Virginian Railway mines westbound, as

compared with the Chesapeake & Ohio Railway mines as shown on one of your previous exhibits?

A. That was 23 miles.

Q. Have you prepared a statement comparing the rates from the Virginian Railway mines with mines on the Chesapeake & Ohio Railway New River District, and the Norfolk & Western Pocahontas and Tug River and Clinch Valley districts eastbound to tidewater points?

A. I have, yes, sir.

Mr. Scott: Mr. Examiner, we offer that statement in evidence as Complainant's Exhibit No. 15.

Examiner Hunt: It will be received in evidence.

(The paper referred to was received in evidence, marked [fol. 529] "Complainant's Exhibit No. 15, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. Have you made any computation to ascertain the average distance from Virginian Railway stations to tidewater as compared with the average distance from Chesapeake & Ohio Railway stations in the New River District to tidewater?

A. Yes, sir. I haven't this information in the form of an exhibit, but I have computed the average distances from the Chesapeake & Ohio Railway New River District and from the Virginian Railway New River District, and find that the average distance from the Chesapeake & Ohio Railway mines is approximately 428 miles, while the average distance from the Virginian Railway mines is approximately 391 miles, or a difference of 37 miles in favor of the Virginian Railway mines.

Q. And your Exhibit No. 15 shows that this advantage is not reflected in lower rates from the Virginian Railway mines, does it not?

A. Yes, sir. It shows that although the Virginian Railway distance is 37 miles less than from the Chesapeake & Ohio New River mines, to tidewater, the rate is the same, and the less distance from the Virginian Railway mines for that entire distance is not reflected in the rates.

Q. Does the Virginian Railway publish joint through [fol. 530] rates from the mines on its line to destinations in Southeastern territory?

A. It does.

Q. Have you examined the tariffs to ascertain how the Virginian Railway rates to Southeastern territory compare with the rates published by the Norfolk & Western and the Chesapeake & Ohio for the same territory?

A. Yes, sir, and I offer this as our Exhibit No. 16.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 16, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. That exhibit speaks for itself, does it not, Mr. Williamson?

A. Yes, sir. The tariff authorities are shown thereon.

Q. Have you an exhibit comparing the rates on coal from the complainant's mine at Hot Coal with the New River District rates published by the Chesapeake & Ohio Railway to representative destinations in Central Freight Association territory?

A. I have, yes, sir, and I identify the same as Complainant's Exhibit No. 17.

Mr. Scott: Mr. Examiner, we offer this in evidence as Complainant's Exhibit No. 17.

Examiner Hunter: It will be received in evidence.

[fol. 531] (The paper referred to was received in evidence, marked "Complainant's Exhibit No. 17, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. That exhibit is also self-explanatory, is it not, Mr. Williamson?

A. Yes, sir.

By Mr. Carmalt:

Q. May I interrupt there to know via what junction you figure your combination?

A. That is via Deepwater.

Q. Via Deepwater?

A. Yes, Virginian Railway.

Q. You know that that is not the lowest combination, don't you?

A. That is the route that business would take, and the Virginian Railway, under the ordinary rule, would be entitled to its long haul, and that is the Deepwater combination.

I rather imagine if the business moved out by the Wind-ing Gulf you could take, as shown on Exhibit No. 9—make some combination—you could make lower rates out in connection with the Chesapeake & Ohio.

Q. Through Pemberton?

A. Through Pemberton, but I have calculated the distance via the route which the Virginian Railway would be entitled to take the business.

By Examiner Hunter:

Q. Is the other route open?

[fol. 532] A. It is not open.

Mr. Carmalt: Why, of course, it is open.

The Witness: It is open —

By Mr. Carmalt (interposing):

Q. It is just as open as this one is, isn't it?

A. On the combination—the full combination rates.

Q. Just as this route is open on the full combination rate.

A. Yes.

We will submit an exhibit that will show what the combination is on Pemberton.

Mr. Carmalt: I did not mean to interrupt.

The Witness: I will be very glad to do that.

By Mr. Scott:

Q. How are the rates from the Virginian Railway mines to destinations reached on or via the Chesapeake & Ohio Railway constructed?

A. On the combination basis.

Q. Have you made any investigation for the purpose of ascertaining whether or not joint through rates are at the present time published from the Virginian Railway stations to destinations in Central Freight Association

territory via the Deepwater gateway on commodities other than coal?

A. Yes, sir. I have examined the tariffs and find that a full line of joint through classes and commodities rates are published from Virginian Railway stations via the Deep-[fol. 533] water gateway.

I identify this as our Exhibit No. 18.

Mr. Scott: Mr. Examiner, we offer that in evidence as Complainant's Exhibit No. 18.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 18, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. Taking Hot Coal as a representative point on both the Virginian Railway and the Chesapeake & Ohio Railway, how do you find the rates published by the Virginian Railway compare with the rates published by the Chesapeake & Ohio?

A. I find that the rates are substantially the same. They are the same on all commodities; they are the same on all classes with the exception of lumber, and it is shown on Exhibit No. 18, that the lumber rate varies a half of a cent, in some instances, and that was occasioned by the manner in which the fractions were discarded, and prior to Ex Parte No. 74, the rates were identical, but, in the disposition of fractions they became one-half cent different.

By Examiner Hunter:

Q. Where is the junction on those rates, Deepwater?

A. Deepwater.

Mr. Carmalt: Deepwater.

[fol. 534] By Mr. Scott:

Q. Have you anything further to say in regard to that exhibit?

Mr. Bell: These are joint through rates, aren't they?

Mr. Scott: These are joint through rates.

The Witness: In connection with that same exhibit I would say, take Cleveland, Ohio, for instance, in the reverse direction, from Cleveland, Ohio, to Hot Coal the joint through rate is the same as the rate shown in Exhibit No. 18(?), the class rates from Hot Coal to Cleveland, Ohio. The tariffs providing for those rates are Kelley's Tariff I. C. C. 1100, Virginian Railway Tariff I. C. C. 1484, and Thornton Lewis' Tariff I. C. C. No. 985, and also commodity rates from Central Freight Association territory points as illustrated by Kelley's Tariff I. C. C. 1107, and the Virginian Railway Tariff I. C. C. 1484, and Lewis' Tariff I. C. C. 985, the rates are the same via both routes, the Chesapeake & Ohio and the Virginian Railway.

By Mr. Scott:

Q. Let me ask you a question about the commodities shown on Exhibit No. 18. Is there any particular significance to the commodities that you have selected?

A. No, sir. In fact, I would say that probably outside of lumber, probably none of those commodities moved, but the whole line of commodity rates, whatever there, was the same rates out via the Virginian Railway, as via the Chesapeake & Ohio. These are merely a few of a great many. It is merely to illustrate that generally the joint through [fol. 535] rates in both directions to the Virginian Railway points and the Chesapeake & Ohio Railway points, the common points that they reach, on all classes and commodities, excepting coal, are the same.

Q. Is there anything peculiar about Hot Coal? Would that same thing apply to other points of destination in that district?

A. Where the Chesapeake & Ohio Railway and the Virginian Railway—to such points as the Chesapeake & Ohio and the Virginian Railway jointly serve, they are the same, coal being the only exception.

Q. Briefly summarizing, what you have stated, is it a fact that on all classes and commodities, generally, the rates both inbound and outbound to points down in this district are the same, whether via the Chesapeake & Ohio Railway direct, or via the Deepwater gateway and the Virginian Railway?

A. Where both lines reach the points.

Q. That is, with the exception of coal.

A. With the exception of coal, and with the minor exception of lumber, where I showed that, owing to the disposition of fractions, it is now one-half cent, in some instances.

Q. There are some cases where rates on lumber are identically the same?

A. Yes; prior to the advances and reductions the rates [fol. 536] on lumber were identical.

Q. Have you any information as to how the Chesapeake & Ohio Railway main line tonnage in the New River District compares with the branch line tonnages?

A. Yes, sir. I have heard the statement made on numerous occasions by representatives of the Chesapeake & Ohio Railway that approximately 90% of the coal tonnage handled by that road comes from its branches.

In the Loup Creek Colliery Case, decided November 6, 1907, reported in 12 I. C. C. 548, the Commission stated at page 550 that at least 85% of the coal and coke hauled by the Chesapeake & Ohio Railway comes off its branches.

This statement, of course, was made many years ago, and it would, of course, be possible for conditions to have entirely reversed themselves in the meantime. The conditions have not, however, changed in this respect, and this fact is substantiated by the tonnage figures offered in evidence by Witness E. D. Hotchkiss, Freight Traffic Manager of the Chesapeake & Ohio Railway, in I. & S. Docket No. 1170, Bituminous Coal from Sewall Valley Railway Stations, at page 104 of the transcript of testimony.

The tonnage figures offered by Mr. Hotchkiss were for the three months ending March 31, 1920. During that period, the main line coal tonnage from the New River District was 103,860 and the branch line New River District tonnage, 1,168,700 tons, or 91.8% of the total New River coal [fol. 537] tonnage originating on branch lines.

Q. Do these facts indicate to your mind that the rates reflected branch line rather than main line operation?

A. Yes, sir.

Mr. Scott: Mr. Examiner, I might state that if anybody desires exhibits if they will hand in their names we will be glad to supply them. We did not anticipate that there would be so many here today, so we ran short of exhibits.

Mr. Knight: If you can, give us another set.

Mr. Scott: Yes, sir.

Mr. Knight: I think that we would like to have two more sets, if you can spare them.

Mr. Yarborough: Mr. Examiner, I wish to state for the record that I have not been supplied with a complete set of exhibits by the complainant, and for that reason I will reserve the right to check figures and rates and mileages that are put in by Mr. Williamson.

Mr. Scott: I understand that they are all subject to check, Mr. Examiner. The tariff authorities are on each of the exhibits.

Examiner Hunter: If they point out any places where the tariff is different, we will let the tariff settle it.

(Discussion off the record.)

Mr. Scott: You may cross-examine.

[fol. 538] Cross-examination.

By Mr. Carmalt:

Q. Will you turn to your Exhibit No. 11, Mr. Williamson?

A. Yes, sir.

Q. Exhibit No. 12, as I understand it, presents the figures that are assumed to illumine the map?

A. Yes, sir, so far as the factor of distance is concerned, yes, sir.

Q. The first part that is noticeable on Exhibit No. 12 is that the Chesapeake & Ohio New River District is 23 miles nearer to Kenova on the average, than are the mines from the Virginian Railway. Is that not so?

A. That is true, yes, sir.

Q. The next item you include is Carolina, Clinchfield & Ohio Railway stations, from which the Chesapeake & Ohio Railway publishes New River District rates. Is that the territory that you have marked in green on Exhibit No. 11?

A. Yes, sir.

Q. Then those rates are on the same basis, in your mind, with the other rates shown in the Outer Crescent?

A. I did not just understand the question. Will you repeat it, please, Mr. Carmalt?

Q. Are those rates on the same basis as the other districts located in the Outer Crescent?

A. Yes, sir, that takes the New River District basis rates.  
[fol. 539] Q. To what territory?

A. To the Central Freight Association territory involved in I. & S. Docket No. 774, which includes Chicago. It would not include southern Illinois. And that is to the points that are shown in the Chesapeake & Ohio Railway Tariff I. C. C. 8665.

Q. Well, that statement is in conflict with the statement made on Exhibit 14, is it not, that these C. C. & O. stations take Group 5 rates?

A. No, because it covers a different set of rates on the Carolina, Clinchfield & Ohio. That statement on Exhibit No. 14 deals with the Carolina, Clinchfield & Ohio stations; that is north of the green shown on Exhibit No. 11.

Q. Oh. Then the district shown in green takes a higher basis of rates than the district north of that located on the Carolina, Clinchfield & Ohio?

A. That is true, yes, sir.

Q. Then the territory north of the green on Exhibit No. 11 takes the same rates as the mines located on the Sandy Valley & Elkhorn, and the Long Fork Railways. Is that right?

A. They take the Group 5 rates of the Carolina, Clinchfield & Ohio.

Mr. Scott: I do not believe that you understand Mr. Carmalt's question, Mr. Williamson. I understood him to say in the green.

[fol. 540] Mr. Carmalt: No, the territory north of the green.

Mr. Scott: Oh!

The Witness: The territory north of the green takes the same rates as the Sandy Valley & Elkhorn and Long Fork.

By Mr. Carmalt:

Q. Who owns the Sandy Valley & Elkhorn and the Long Fork?

A. I understand from the records that the Baltimore & Ohio Railroad. I understand the Sandy Valley & Elkhorn Railroad was built originally by the Consolidation Coal Company. After the Consolidation Coal Company built it and financed it, then the Baltimore & Ohio Railroad took it over. I would point out that the Sandy Valley & Elkhorn is

a long distance away from the main line of the Baltimore & Ohio.

Q. I understand that. We will come to that in a minute. The Baltimore & Ohio also owns the Long Fork Railroad?

A. That is my information.

Q. Are the mines located on those two railroads owned by the Consolidation Coal Company? Do you know that?

A. I know so far as the principal mines are concerned, the record shows that they are owned by the Consolidation Coal Company, a very strong, powerful organization.

Q. Do you know what the conditions are under which the joint rates were entered into between those two railroads and the Chesapeake & Ohio Railway?

[fol. 541] A. I have heard it stated by the Chesapeake & Ohio Railway officials several times.

Q. What is it that you have heard stated in that connection?

A. That the Baltimore & Ohio wanted to reach their line at Cincinnati, and that they used the Chesapeake & Ohio as a bridge between the junction point of the Long Fork Railway and the junction point of the Sandy Valley & Elkhorn to Cincinnati.

Q. Do they also provide that the Baltimore & Ohio shall furnish all the equipment in the way of cars for that movement?

A. I understand that was the——

Q. (Interposing.) That is your understanding of that testimony, is it not?

A. Yes, I rather take that that is a very proper arrangement of the Baltimore & Ohio. That is not true, so far as the Carolina, Clinchfield & Ohio is concerned.

Q. Let us wait until we get through with the Sandy Valley & Elkhorn and the Long Fork.

Do you also understand that the testimony of the Chesapeake & Ohio Railway officials was that this arrangement was entered into as a substitute either for a trackage arrangement or to prevent the building of a parallel line by the Baltimore & Ohio?

[fol. 542] A. I understand that to be their statement, but I cannot see that that affects at all the shipping public, or the operators, or that this sort of arrangement should give the Consolidation Coal Company any——

Q. (Interposing.) Those you understand to be the facts?

A. I understand them, but I do not understand that is any reason for giving those district rates there, and if they discriminate against mines on other roads, or that there be any reason why——

Q. (Interposing.) I think we will get along a little faster if you will leave the argument to Mr. Scott.

A. All right.

These questions are all mixed up. A mere answer to your direct question would not give the Examiner or the Commission the full picture, and I am trying to give them a full picture.

Q. You also understand the testimony of the Chesapeake & Ohio officials is that the coal received from the Sandy Valley & Elkhorn Railway and from the Long Fork Railway is delivered to the Chesapeake & Ohio in solid trains, and that the weighing of the coal is all performed by the other line, the originating line?

A. I understand that there is——

Q. (Interposing.) I just want your understanding.

A. That is a statement. But I do not understand it is all [fol. 543] ways for solid trains.

Q. Do you know the fact to be otherwise?

A. I do not know it to be otherwise, but I do not know it to be that.

Examiner Hunter: I take it that the witness does not know anything as to the facts as to any of these questions.

Mr. Carmalt: It seems to me that it is a question of his understanding of the testimony of these officials.

Mr. Scott: I think that the Chesapeake & Ohio had better testify as to these facts. They certainly know them.

Mr. Carmalt: I wanted to know the conditions under which Mr. Williamson used these facts; what his understanding of the situation was.

The Witness: I have understood all of this, and I have used them with all of that knowledge, and I think it was very proper to use them in the connection I have, and I would use them over again in the same connection.

By Mr. Carmalt:

Q. Do you know whether the C. C. & O. furnishes equipment for the movement north over the Chesapeake & Ohio Railway?

A. I do not understand that in the contract between the Chesapeake & Ohio Railway and the Carolina, Clinchfield & Ohio that provision is made.

Q. I am asking you if you have any understanding with regard to what the facts are?

[fol. 544] A. I can only state that I have read the contract between the two roads, and my recollection is that it makes no provision.

Q. You know nothing else about the facts?

A. The contract under which the arrangement is made, I think, speaks for itself.

Q. It will speak for itself, but do you know anything about the facts.

A. Not otherwise than what that contract provides for. We can procure a contract and file it if it is desired. We will be very glad to do so.

Q. Do you happen to know, Mr. Williamson, that the mines located on the Carolina, Clinchfield & Ohio and the Carolina, Clinchfield & Ohio Railway are owned in a common interest?

A. I understand that the Clinchfield Corporation, which is the parent company, is interested in both the railroad and also the mines, and that, I think, would not have changed my testimony at all, and that is no reason why—

Q. (Interposing.) I just asked whether you knew the fact.

A. Yes, I know that.

Q. In you Exhibit No. 16, you set out the rates that the Virginian publishes to its connections to the southeast. You do not purport by that exhibit to set out the full line of rates that are published to Virginia and the Carolinas, do you?

[fol. 545] A. Not the full line; just merely representative points, and I give reference to the tariff authorities; just merely to illustrate the points the rates are common to.

Q. I assume that the tariffs will show, but, do you know the fact as to whether those rates are made in connection with the Chesapeake & Ohio Railway in any instance?

A. I do not think so.

Q. They are always made in connection with some other connection?

A. Oh, yes, I think that is true, but that would not alter the situation.

Q. Not at all. I am not criticising the exhibit. I am only trying to get at the facts.

A. All right.

Q. As a matter of fact, the Virginian Railway publishes rates to every point that the Chesapeake & Ohio publishes rates, to competitive points, does it not?

A. In the Southeast, and I have always wondered why they didn't do it to Central Freight Association territory.

Q. Don't they do it in Virginia?

A. They have to common points they reach. I think they are substantially the same rates.

Q. They are substantially the same rates to all the territory east that is served by the Chesapeake & Ohio?

A. Yes. I think there are some points that the Virginian [fol. 546] Railway don't reach. Of course, there are some points that the Virginian Railway don't reach with their connection that the Chesapeake & Ohio Railway does.

Q. But the Chesapeake & Ohio Railway reaches locally?

A. The Chesapeake & Ohio reaches locally, and some common points.

Q. What common points?

A. I just had in mind Washington.

Q. Is that the only one?

A. No; some other points up in that direction; Alexandria. I am frank to say that I do not know whether the Virginian Railway tariffs show those or not. I do not think they do.

Q. I will say that the Virginian Railway reaches Alexandria, for your information.

A. Very well.

Q. It reaches every point, does it not, so far as your observation goes, every competitive point, that the Chesapeake & Ohio reaches?

A. With connections they possibly do, east.

Mr. Scott: Just a minute. You made that statement, Mr. Carmalt, about the Virginian publishing rates to Alexandria. Do you have that tariff reference?

Mr. Carmalt: I haven't it here, but I will have it for you presently.

Mr. Scott: I would like to have that.

[fol. 547] By Mr. Carmalt:

Q. You have not any criticism of the class and commodity rates that are published via Deepwater to the west, have you?

A. None at all. I have no opinion to express on them, they not being in issue here.

Mr. Carmalt: That is all.

By Mr. Bell:

Q. Mr. Williamson, what kind of coal is produced along the Carolina, Clinchfield & Ohio, Long Fork, and the Sandy Valley & Elkhorn railways?

A. I understand that it is a high volatile coal.

Q. Did I understand you correctly to say that the Norfolk & Western Railway participates in joint rates from mines on the Chesapeake & Ohio to destinations on the Chesapeake & Ohio?

A. No, as a destination road, the Norfolk & Western.

Q. As a delivering carrier?

A. As a delivering carrier, yes, sir.

Q. Does the Norfolk & Western Railway participate in any joint rates on smokeless coal from any mine on the Chesapeake & Ohio Railway where they originate competitive coal on the Norfolk & Western? In other words, do you mean to say that the Norfolk & Western Railway short hauls itself?

A. I would say technically, not, but the Chesapeake & Ohio operates over a very substantial portion of the Norfolk & Western Railway under a trackage arrangement, [fol. 548] but, technically, it would be the Chesapeake & Ohio Railway's business, and not the Norfolk & Western Railway's business, but a very substantial portion of the Norfolk & Western line in Ohio is used by the Chesapeake & Ohio under trackage arrangements. That is very commendable.

Q. So far as this case is concerned that particular piece of track is Chesapeake & Ohio, and not Norfolk & Western track?

A. That is true.

Q. Is it your position that because the Norfolk & Western Railway carries the New River District basis, or the Outer

Crescent basis of rates from its stations a distance of 165 miles that that is any reason why the Virginian Railway and the Chesapeake & Ohio Railway should carry the same basis of rates from their mines?

A. I say this, in measuring a volume of rate that should govern from both the Chesapeake & Ohio and the Norfolk & Western—take the rates that the Norfolk & Western shows from Pocahontas for certain distances, it being the same kind of coal, being geographically in substantially the same district, reaching common markets, and all being in competition, that where the Chesapeake & Ohio distances and the Virginian Railway distances are less than the Norfolk & Western Railway distances, that a rate no greater than the Norfolk & Western Railway rate would be a proper rate to measure the rates from the Virginian [fol. 549] Railway and also from the Chesapeake & Ohio.

Q. Then this exhibit is introduced in support of your charge that the present combination rates from Virginian Railway mines to Central Freight Association territory are unreasonable under Section 1?

A. Under Section 1.

Q. But not in support of your charge that they are unduly prejudicial in violation of Section 3?

A. That is true. It is using the rate via the Norfolk & Western Railway to measure the rate which would be just and reasonable from competing Virginian Railway mines.

Q. On that point, are you prepared to testify here that the Virginian Railway and the Chesapeake & Ohio Railway, as a joint through route, could carry coal as economically as the Norfolk & Western Railway to the west?

A. I tried to introduce an exhibit here to show what the situation was on the Norfolk & Western Railway, to show what their grades were, and to show the testimony of their general superintendent of transportation, and you objected to my introducing it, and, having objected, I do not know that I should answer your question. If you will let me introduce those exhibits that I started to introduce, then I can lay the foundation for answering your question. Without those the foundation would not be there.

[fol. 550] Q. Let me ask you this, if the record did show what the grades were on the Norfolk & Western, would that be your idea of showing that the cost of handling coal

from the Virginian Railway mines would be the same or as low as that from the Norfolk & Western Railway mines to the west?

A. It would not. I might say that none of these rates from this entire section to what is known as the Outer Crescent were predicated upon transportation conditions. They were largely fixed disregarding the distance condition.

Q. I am speaking now of your Exhibit No. 12, which was introduced for the purpose of showing these rates were unjust and unreasonable in violation of Section 1. So far, you have merely introduced a comparison of rates and distances. What other evidence have you got to offer to show that those combination rates are excessive, per se?

A. I have not gone into any general cost study.

Q. Then you have no evidence in support of that?

A. I won't say that. I have got this proposition, based on my testimony. This a grouping proposition. I have got this proposition, that where you have group rates, you take the average conditions from the section. You do not take the exact cost by one line and offset it by the cost by another line. You do not take exact distances from one group or line and offset it by exact distances from another. You take the general territory and group it, with reference to average conditions. That is the rule of the Commission [fol. 551] right along, that it has used in deciding many cases, and that is the rule under which we claim that the rates from the Virginian Railway mines, combination rates now to Central Freight Association territory are unjust and unreasonable to the extent that they exceed the group rate, the New River District group rate, which is applied not only from the New River District, and from Pocahontas, and from the Tug River District, and from the Clinch Valley No. 1, and No. 2, and also Carolina, Clinchfield & Ohio group shown on Exhibit No. 11, but it goes on over into Tennessee and applies from southwestern Virginia mines on the Louisville & Nashville. It also extends farther to the north.

In I. & S. Docket No. 774 there is a map which shows the Outer Crescent, showing that the common rate applied from a very extended territory, showing that distances are disregarded; in some instances the distances from Louisville

& Nashville mines to a common point of destination are 200 miles greater than from the New River Chesapeake & Ohio district, and yet the common rate applies. I say it is a question of the general condition, the average conditions, and not the cost on any particular road or distance on any particular road.

Q. As I understand it, Mr. Williamson, your idea is that because the Norfolk & Western Railway chooses to disregard distance, the same thing should be done by the new route composed of the Virginian Railway and the Chesapeake & Ohio?

A. No; I say —

Q. (Interposing.) Just answer that yes or no.

A. Yes or no would not be a proper answer. I am giving you an answer that would be proper, if you want to hear it. If you insist on yes or no I would say that I could not say yes or no.

Q. All right; go ahead and make your answer, but make it short.

A. Read the question, please.

(The reporter read the question, as follows:)

“Q. As I understand it, Mr. Williamson, your idea is that because the Norfolk & Western Railway chooses to disregard distance, the same thing should be done by the new route composed of the Virginian Railway and the Chesapeake & Ohio Railway?”

The Witness: No; I would not say that. My idea is this, that where the mines on the Virginian Railway are located geographically and geologically in the same general district, where the general character of the coal is the same as in the Pocahontas District and the Tug River District on the Norfolk & Western Railway, and the New River District on the Chesapeake & Ohio Railway, that to common [fol. 553] markets, by all the proper measuring sticks, the reasonableness of the rate from the Virginian Railway mines should be tested by the rates from the New River District of the Chesapeake & Ohio and the Pocahontas and Tug River districts of the Norfolk & Western, and also the other groups that I have given, and especially where the distance is a factor, is not disproportionate, and where it is taking all the points in the group, the Virginian Railway

mines, that average distance therefrom would be fair as compared with the average distance from the entire group, that that is an additional reason why the group rate should apply.

Q. These questions and your answers, so far, have dealt with this evidence so far as it applied to the Section 1 charge.

I want to ask you some questions regarding your Section 3 charge.

Is it your idea that because the Norfolk & Western Railway chooses to disregard distance in the making of rates from the smokeless mines on its line to the Central Freight Association territory that a new route composed of the Virginian Railway and the Chesapeake & Ohio should do the same thing?

A. That don't necessarily follow.

Q. Then, in your opinion, does it follow that because the Norfolk & Western Railway chooses to disregard distance in making those rates that it is unlawful for this new route, composed of the Virginian Railway and the Chesapeake & Ohio Railway not to disregard distance in the [fol. 554] making of rates to the same destination territory?

A. I would say that the rates which the Norfolk & Western make, if it is substantially the same character of coal, and that taking into consideration the distance, that it is proper to measure the reasonableness of what the rate should be from the Virginian Railway mines, with what the rates are from the Norfolk & Western Railway mines, and, as stated by Mr. Commissioner Clements in one of two cases, the evidence which would certainly prove unreasonableness of rates under Section 1 also tended to prove the unjust discrimination under Section 3, and vice versa.

Q. We might take issue with that.

A. Commissioner Clements is a pretty good authority.

Q. As I understand it, your opinion is that the present combination route composed of the Virginian Railway and the Chesapeake & Ohio Railway can be held to be in violation of law because they do not apply the same rates as the Norfolk & Western does, which does not participate in the rates of the Virginian Railway and the Chesapeake & Ohio Railway?

A. No; not at all. That is not my contention at all. You have got it wrong.

Q. Along that line, do I understand that you think the same rates should apply from all mines in the smokeless district to all common destinations?

[fol. 555] A. I would say yes, that where you have the rate structure like there is from the Chesapeake & Ohio New River field, and like there is from the Norfolk & Western Pocahontas and Tug River districts, and from the Clinch Valley District, 1 and 2, and from the Carolina, Clinchfield & Ohio and go on down to the Louisville & Nashville Virginia mines, you having a common rate from that extended group, that then the rate applying from that extended group would be a proper rate by which to measure what would be a just and reasonable rate from the Virginian Railway mines, which is geographically a part of that group, which is geologically a part of that coal area, and which is right in between and intertwined with the New River District of the Chesapeake & Ohio and the Pocahontas District of the Norfolk & Western, as shown on Complainant's Exhibit No. 11.

Q. I think that I get the gist of that answer. Let me see if I get it.

The gist of it is that you think the same rates should apply from all mines in the New River District, for example, to all common destinations. Is that correct, or not?

A. That is substantially correct, unless there might be some very exceptional circumstances that would take it out from the application as a general proposition.

Q. Can you name a single coal district in the United States where the rates from all mines in that district to [fol. 556] all common destinations are the same?

A. They are not the same to all common destinations.

Q. I mean where the rates from all mines in any particular origin district are the same to a particular district.

A. I will say this, that take to the Central Freight Association territory, where the Chesapeake & Ohio publishes rates from the New River District—

Mr. Bell (interposing): Just a minute, Mr. William-son. Mr. Examiner, I didn't ask him anything about Central Freight Association territory.

The Witness: I know, but I am giving you an answer.

By Mr. Bell:

Q. I want you to answer my question, now. My question was this——

Mr. Scott (interposing): Apply it to all of the territory involved in the complaint, and then ask him the question.

By Mr. Bell:

Q. Can you name a single coal district in the United States where the rates from all mines in that district to any particular destination are the same?

A. I have not gone into that in this case nor any other case and studied out that particular point that you are raising now because I do not think it is one that is really pertinent when you come to decide these matters on average conditions, and not what the rate might be to one particular point or whether you might make an exception, because the rate to one particular point might be and ought [fol. 557] to be, for certain reasons, less from one point in the group than from all points in the group. I can conceive of that situation, where it might be justified.

Q. I will put it this way, then. Do you know of any coal district in the United States where the rates from all mines in that district are the same to any destination?

A. I have not checked the tariffs. I haven't thought it profitable to go into it.

Q. And yet you testify in this case that your opinion is that the rates from all mines in the New River District, whether on the Chesapeake & Ohio Railway, or whether on the Virginian Railway, should be the same to any destination?

A. Central Freight Association territory, yes, sir; yes, sir. I support that by data, and it is based upon the data that I submit in this case.

Q. Can you name a single district, coal mining district, regarding the rates from which you have testified, in which the rates from all mines in that district are the same to any common destination?

A. I think that is the same question that you asked me before. If you will give me one specific point.

Q. I will say, Mr. Williamson, that I know of no coal district in the United States where the rates from all mines in the district are the same to any common destination.

[fol. 558] A. Then you have answered your own question.

Q. I wanted to see whether your understanding was the same as mine.

A. I haven't looked into that.

Q. As the witness for the complainant in this case, have you made any investigation for the purpose of ascertaining what line, that is, as between the Chesapeake & Ohio Railway and the Virginian Railway, will furnish the cars for operating this new route?

A. I have gone into that question, and given it very considerable thought.

Q. You regard it as an important question, then?

A. It is an important question, because I have been in a number of cases where the same question has come up, and in the Campbell's Creek Case, which was the first case I was in, where they were charging from the Campbell's Creek Railroad 15 cents a ton higher than the Kanawha District rate via the Kanawha & Michigan——

Q. (Interposing.) Now——

A. This goes directly to your question.

Q. I am asking you if you made any investigation of that so far as this case is concerned.

A. Yes, sir. I am explaining that. This is a direct answer to that, because I have considered it in two or three other cases.

[fol. 559] In the Campbell's Creek Railroad case, and it connects with the Kanawha & Michigan Railroad at Dana, W. Va., 5 miles east of Charleston, prior to 1914, as I recall it, there were no joint through rates. It was a combination. The complaint was made, and the Commission fixed, or held that the district rate should be applied as a joint through rate from mines on the Campbell's Creek Railroad. The Campbell's Creek Railroad had no cars that it interchanged. It did have a lot of cars, 30-ton cars, used in the river trade, but it had no cars that could be utilized for the joint through movement, and the Commission, in that case, held that the Campbell's Creek Railroad should be prepared to furnish its share of the cars, and cited the Huerferano Case as an illustration where the Commission had decided previously the same point.

In that case the Kanawha & Michigan Railroad contended strongly that if the joint through rates were authorized by the Commission the Campbell's Creek Railroad should furnish all the cars for the coal originating on its line, and the Commission rejected that claim, and only said that the Campbell's Creek Railroad should furnish its share.

Now, after that decision it became a question of what should be the amount, or the number of cars the Campbell's Creek Railroad should furnish in serving the through routes thus created. I had prepared a statement for two [fol. 560] or three years of the movement of coal to various points of destination in Ohio, Indiana, Illinois and Michigan, and by the various routes. For instance, coal had moved from the Campbell's Creek Railroad's mines to Chicago by eight different routes beyond Columbus.

Mr. Bell: Just a minute.

The Witness: Hold on!

Mr. Bell: This is all very interesting, Mr. Examiner, about the Campbell's Creek Railroad, but I haven't asked any questions yet about that.

The Witness: I am illustrating. You asked me if I had given any consideration to the car situation.

Mr. Bell: You could have answered that yes or no.

Mr. Scott: Mr. Williamson is explaining the investigation that he made.

The Witness: This is a part of my—

Mr. Bell (interposing): I asked him if he had made any investigation as to which line would furnish the cars for operating this new route.

Examiner Hunter: The witness apparently understood you to ask him what his investigation was, and the result of it. I do not see that the question relates to anything before us.

Mr. Bell: Mr. Examiner, do I understand you correctly to say that if the shippers ask for the promulgation of a new route the question of where the cars are going to come [fol. 561] from to operate that new route is not a vital question?

Examiner Hunter: Isn't the route open now?

Mr. Bell: Yes.

Examiner Hunter: He is not asking for a new route. He is asking for a reasonable rate.

Mr. Knight: There is no traffic moving over it.

Examiner Hunter: He is complaining of the rate. The route is open.

Mr. Scott: There is a considerable amount of traffic moving over there now. Do I understand you to say that there is no traffic moving?

Mr. Knight: I say, no coal.

Mr. Bell: There is no coal moving via this route now. If this complaint is approved by the Commission and the joint through rates promulgated very little coal, according to the testimony previously given, will move through that route, because, where are the cars going to come from? Who is going to furnish the cars to carry the tonnage?

Examiner Hunter: If the complainant has any theory in mind that he wishes to give you on that he may do so, but I do not think that he has got to work up the question of where the cars are to come from. You have got now through rates. He is complaining that they are unreasonable.

Mr. Bell: Combination rates; made up of the combination of locals.

[fol. 562] Examiner Hunter: The route is open.

By Mr. Bell:

Q. Go ahead and finish your answer.

A. In negotiating as to the number of cars that the Campbell's Creek Railroad would furnish, the Kanawha & Michigan wanted us to furnish 4,000 cars to take care of the traffic. We finally agreed to furnish 100 cars for the Campbell's Creek Railroad, and said to the Kanawha & Michigan that if they could show where the Campbell's Creek Railroad should furnish more than 100 cars to serve the new routes, the Campbell's Creek Railroad would furnish the cars.

In the case of the Sewell Valley Railroad Company, a case that I was in, the same question came up, and I gave it consideration there, and the Commission there found that inasmuch as—

By Mr. Carmalt (interposing):

Q. In both of those cases, as I understand, you represented the carrier involved; the Campbell's Creek Railroad in the one case, and the Sewell Valley in the other?

A. And also the shippers on those lines.

Q. Both?

A. Yes.

Q. I mean, the Commission considered that question as between the carriers.

A. Because, in the case of the Campbell's Creek Railroad the Kanawha & Michigan Railroad was insisting that the [fol. 563] Campbell's Creek Railroad should furnish all the cars, and for that reason they having brought it forward, the Commission determined that their rule, or, what they were claiming, was wrong, and in the Sewell Valley case—

By Mr. Scott:

Q. Did these short line railroads have any coal cars, at all, at the time of the hearing?

A. No coal cars that could be used in the joint service.

As I started to say, in the Sewell Valley Case, the question arose as to what would be the number of cars that the Sewell Valley was to furnish, and the Commission, in 58 I. C. C. 261, at page 265, made this finding:

“Based on a car-loading of 50 tons, and 10 trips per car per year to tidewater at Newport News, Va., to which most of the coal is shipped, it would take 220 cars to transport the coal mined on the Sewell Valley during the year ended December 31, 1919. The Sewell Valley received 10% of the rate and should furnish 10% of the cars. It will be expected to equip itself with at least 22 coal cars within a reasonable time.”

And it equipped itself not only with 22 cars, but with 50.

By Mr. Bell:

Q. In both of those cases there were combination rates in effect from and to the points involved in those complaints?

A. Just like on the Virginian Railway, except in the Sewell Valley Case which was during the time of the Rail- [fol. 464] road Administration, the district rate was authorized by the Railroad Administration. After Federal control ceased, the Chesapeake & Ohio Railway sought to withdraw the district rate and restore the combination basis. The Commission denied that plea of the Chesapeake & Ohio, and ordered the New River District rate continued,

and then coupled with that, made this finding as to car supply, which I have just read.

Q. In both those cases the question of what road was to furnish the cars was a vital question?

A. That became a question, yes, sir.

Q. Is it your idea, Mr. Williamson, that the cars to operate these new joint rates—to supply the demand to carry the tonnage that these new rates will be charged on, should be divided between the Chesapeake & Ohio and the Virginian railways on the same basis as was applied by the Commission in the Sewell Valley Case?

A. Not that at all. You would have to work out an equitable rule.

Here is my thought on that. Take coal that would go from the Virginian Railway out via Deepwater, or via Pemberton, if the Virginian Railway prefers to route via Pemberton instead of Deepwater, it would go via the Chesapeake & Ohio over the new cut-off, and up to Columbus, Ohio, for Chicago. There are various roads running into Chicago from Columbus. And then, as you go farther [fol. 565] north, on the Hocking Valley, which is a Chesapeake & Ohio property, you run into the old Fort Wayne road of the Pennsylvania; you run into the Nickel Plate road; the Baltimore & Ohio; you get the Lake Shore & Michigan Southern, and then you get the Michigan Central. All of those roads are practical roads. They are all parts of open routes to Chicago.

From the mines on the Virginian Railway to Chicago, via each of those roads that I have specified, constituting a distinct and separate route, all lines that are parties to those routes must contribute their share of the cars. The Pennsylvania, the Lake Shore, the Michigan Central, the Lake Erie & Western, the Baltimore & Ohio, are all obligated, under Section 1, to contribute their share of the cars, as well as the Virginian Railway and the Chesapeake & Ohio, to serve all of the through routes to the various points of destination to which they publish joint rates and establish joint through routes. So, it is not a question in this case of the Virginian Railway having to furnish all the cars, but, when you take into consideration the vast territory of destination in the West, the great number of roads that would be utilized in the through movement as

parties to the through route, all of those roads, under the statute are under duty to contribute cars for transportation to serve these joint routes—all of those roads are just as [fol. 566] much obligated to furnish a share of the cars as is the Virginian Railway and the Chesapeake & Ohio Railway.

It is a practical matter for those two lines to work out with all the connections via which the through rates and joint through routes are established. Under that sort of arrangement the Virginian Railway would have to furnish, in my opinion, but very few cars, taking all the destinations and all the roads involved.

By Mr. Carmalt:

Q. That was the theory that you advanced before the Commission in the case for the Southern Appalachia Operators against the Louisville & Nashville and other railroads?

A. We laid that before the Commission. The Louisville & Nashville, in one of those cases, before the Commission rendered its decision, withdrew its objectionable circulars, etc., and it became a moot question.

Q. The Commission did not decide that?

A. No, but we laid that before them. The railroads worked it out. The Louisville & Nashville and its connections worked it out, and we expect the Chesapeake & Ohio and the Virginian Railway and the other companies to work it out in this case like it was worked out in that case.

By Mr. Bell:

Q. Then, as I understand you, your answer, boiled down, is that the Virginian Railway, for example, should not be made to furnish cars for its connections to carry the traffic [fol. 567] that will be handled if these new joint rates that you are asking for are established?

A. It should furnish its equitable share, just as it is furnishing its share today of the cars to carry the business that is going westbound off of that line at Deepwater in connection with the Chesapeake & Ohio, or just as it is contributing its share of the cars, whatever that may be, to these Western lines that send business down to the Virginian Railway at Deepwater. In both directions, in serving the

through routes to which it is a party, it is obligated, under the statute, as I take it, to furnish its share of the cars.

Q. What is your opinion as to the cars which the Chesapeake & Ohio Railway should furnish to carry the coal that will originate on the Virginian Railway and move to Central Freight Association territory?

A. There is the duty on the Chesapeake & Ohio, also, to furnish a share. It is not the duty of either the Virginian Railway or the Chesapeake & Ohio Railway to furnish the entire car supply. As I pointed out, there are many connections. Take Grand Rapids, Mich., for instance, located on the G. R. & I., it is not fair that the Virginian Railway and the Chesapeake & Ohio Railway should furnish all the cars to carry coal to Grand Rapids, Mich., on which the Pennsylvania and the G. R. & I. would get a haul. Those lines, as delivering lines, are as much obligated to furnish [fol. 568] a share of the cars in serving the communities they reach as is the Virginian Railway or the Chesapeake & Ohio Railway obligated to furnish a share of the cars to handle this traffic for which we are asking for joint through rates on the district basis, the New River District basis.

Q. Taking Central Freight Association territory generally, Mr. Williamson, will the haul of the Chesapeake & Ohio Railway be greater than the haul of the Virginian Railway in the handling of traffic on the joint rates which you propose?

A. It would, on the average, except on such business as they might turn over to the Kanawha & Michigan at Gauley, and on such Virginian Railway coal as might be turned over by the Chesapeake & Ohio Railway to the Kanawha & Michigan at Gauley, then the Chesapeake & Ohio haul from Deepwater to Gauley would be less than the Virginian Railway haul.

Q. Do you know how the rates which now apply from Chesapeake & Ohio mines to Central Freight Association territory on other lines divide?

A. Those divisions are on file with the Commission.

Q. Are they, generally speaking, on a mileage basis, or approximately a mileage basis?

A. They vary. You take when the Chesapeake & Ohio Railroad was completed into Cincinnati, in 1890, the Presi-

dent of the Big Four, was also the President of the Chesapeake & Ohio Railway, and at that time the Chesapeake & Ohio Railway was engaged in the coal business. They worked out a division between the Big Four and the Chesapeake & Ohio. I do not know, if those divisions were to be worked out today, whether they would be worked out on the basis that they were at that time, but that is the condition under which they were worked out at that time, and I think that will substantially show the divisions on file with the Commission are substantially on a mileage basis. It will not, in all instances.

Q. Considering all the factors that should be considered in determining the percentage of the car supply that should be furnished by each line participating in the joint rates, is it your opinion that the Chesapeake & Ohio Railway should furnish a smaller or a larger percentage of the cars than the Virginian Railway to move the coal that will move on these new joint through rates?

A. I think the equities would be that if the Chesapeake & Ohio Railway received a greater revenue than did the Virginian Railway, that the equities might be that it should furnish a slightly greater proportion, but, as I say, you have got to treat the situation as one of through routes to destination, and not deal with it merely as between the Chesapeake & Ohio Railway and the Virginian Railway.

Mr. Bell: I understand that.

By Examiner Hunter:

Q. Do you understand that the Chesapeake & Ohio Railway [fol. 570] way does not furnish all the cars for the mines, now?

A. They have the Big Four cars, and the Baltimore & Ohio cars, and Pennsylvania cars, and Louisville & Nashville cars, and C. B. & Q. cars. They have cars from practically all lines in Central Freight Association territory. The Chesapeake & Ohio does not begin to furnish all the cars.

Take the Michigan Central and the Lake Shore, their cars will be down there. That is true with regard to the Norfolk & Western. The Norfolk & Western does not furnish all of its cars. In fact, there was a contract between

the Norfolk & Western Railway and the Pennsylvania Line, requiring the Pennsylvania Line to furnish a certain number of cars, but that was made at a time when—that was because the Pennsylvania Lines owned about 49% of the stock of the Chesapeake & Ohio Railway, and they could get enough other stock to control the road, and they entered into a contract as to the cars that were to be furnished. There are various arrangements of that kind.

But, on the Norfolk & Western there are cars of all these Northern lines to help serve the through routes, and it is no more impracticable for the Virginian Railway and the Chesapeake & Ohio to arrange the car supply than it is to arrange the car supply today from the Chesapeake & Ohio or from the Norfolk & Western, or from the Carolina, [fol. 571] Clinchfield & Ohio. They have worked it out. It is just merely a question of their getting together across the table and working it out, each line a party to the through route contributing a share of the cars.

(Discussion off the record.)

By Mr. Patterson:

Q. I believe you understand the coal rate structure to the west, which involves these rates from the New River District, do you now?

A. I have a fair understanding.

Q. You are aware, are you not, that the New River District is, in part, part of the great origin territory known as the Outer Crescent, in I. & S. Docket No. 774, do you not?

A. Yes, sir.

Q. Isn't it true that the Commission in considering the rates from the Outer Crescent to the Central Freight Association territory generally, in that case, predicated its consideration of the reasonableness of the rates and discrimination, etc., upon certain average distances from the Crescent, taken as a whole, to given points throughout Central Freight Association territory?

A. There were certain average distances furnished by the carriers. I take it that that was one of the factors. But, the Commission in that case held that the carriers had justified an increase in the rates from the Outer Crescent

of 40 cents a ton over the rates published from the Inner [fol. 572] Crescent—published from Ohio, and then the Outer Crescent taking the usual differentials over the Inner Crescent rates, and the average distance was submitted by the carriers in that case; the case also involved the matter of discrimination, as well as the reasonableness of the rates.

Q. It was true, was it not, that the average distance from the Outer Crescent, as a whole, was the basis upon which the Commission considered the reasonableness of the rates involved?

A. I would not say that was the determining factor. It may have been one of them, but I think there were quite a few factors.

Q. So far as the distance feature of it is concerned, wasn't it the average distance from the Crescent, as a whole, that the Commission considered?

A. No, I think not, because I think the Commission took pains to say that the carriers, as shown by the records, had largely disregarded distance in the making of rates, and in extending the rates to distant points, like the Louisville & Nashville, etc.

They took particular pains to say that neither had the carriers observed transportation conditions nor distance, but had disregarded them, and the Commission took into consideration largely the commercial features.

Q. Distance is always disregarded which is different from [fol. 573] the average distance, isn't it?

A. I do not know that I understand your question, Mr. Patterson.

Mr. Patterson: That is all.

By Mr. Avis:

Q. Mr. Williamson, in the Sewell Valley Case and the Campbell's Creek Case, there was no outlet for coal excepting with the immediate connecting carrier, was there? The Campbell's Creek Railroad did not connect with any other railroad excepting with the K. & M.?

A. That is true.

Q. And the Sewell Valley does not connect with any other railroad except the Chesapeake & Ohio?

A. That is true.

Q. Do you remember what the tonnage was in the Campbell's Creek Case that originated on the road at that time?

A. It was something in the neighborhood of 300,000 tons. In your question previously you asked whether the Campbell's Creek Railroad connected with any other road, did you not?

Q. Yes.

A. The Campbell's Creek Railroad did connect with the Ohio River, and the great bulk of its tonnage from their mines went down the Ohio River, so the Kanawha & Michigan Railroad and its connections was not the only outlet.

Q. The Campbell's Creek Railroad did not connect with [fol. 574] any other railroad. Aren't you mistaken about that?

A. I say, it did not connect with any other railroad, but there was an outlet by river, for its coal.

Q. But it had to go over the K. & M.

A. Not to get to the river.

Q. Oh, by water, yes, but I mean by railroad.

A. For such tonnage as went out by rail, the only connection was the Kanawha & Michigan Railroad, but the record showed that from 30 to 33% of the coal only moved out via rail, and about two-thirds of the coal moved by river, so it could not be said that they could not reach the market.

Q. What was the annual output on the Sewell Valley at the time of that hearing?

A. It was very small. The mines were just beginning to open up.

Q. Was there any arrangement in those cases for any other carriers, connecting carriers except the immediate connecting carriers as to the supplying of cars?

A. In those cases, the K. & M. defended the case for the other carriers, and in conducting with the K. & M. negotiations in regard to the matter of the car supply they conducted it for all the other carriers.

Q. That was true in the Sewell Valley Case also?

A. In the Sewell Valley Case the Commission merely found that going to tidewater, the Sewell Valley Railroad [fol. 575] should furnish 10% of the cars, or 22 cars. They said nothing as to what cars the Sewell Valley should furnish on the western movement.

Q. It was because it got 10% of the rate, was it not?

A. It was because it got 10% of the rate, yes.

Mr. Avis: That is all.

By Examiner Hunter:

Q. Are there combination rates on Deepwater now to all of the destinations for which you are asking rates in this proceeding?

A. Yes, sir, there are. The rate from Deepwater is the Kanawha District rate, Deepwater being just west of the New River District on the Chesapeake & Ohio, and the rates from Deepwater, the Kanawha District rate, is 10, 15 or 20 cents lower than the New River District rate, depending upon certain destinations, and so they publish the rate to the same points of destination from Deepwater as from New River, and also, they publish from the New River District not the same rate, but they publish rates to all the points of destination, so if you pick out the local rate of \$2.52 from Hot Coal to Deepwater and add it to the rate published from Deepwater, you would have a combination rate to every point of destination from which the Chesapeake & Ohio publishes through rates from their New River District.

Q. Is that combination provided for in the tariff?

A. No. We just merely take the Chesapeake & Ohio [fol. 576] issue and the Virginian Railway issue and add the two together.

Q. But, under the tariff can you ship and apply that combination now?

A. Yes, sir. You could ship at the \$2.52 rate from Hot Coal to Deepwater.

Q. There are through routes and rates to all the points that you wish to reach?

A. There are through routes to every point that we reach, or wish to reach. The only thing is, they want \$2.52 to Deepwater, which this coal cannot stand, to reach the market.

Q. If the rate were satisfactory, the Deepwater route is satisfactory to you?

A. Yes, sir.

Q. I noticed that some time ago you referred to Pemberton.

A. Yes, sir.

Q. I take it that route is not open?

A. It is open today.

The reason that we mentioned Deepwater was for the purpose of giving the Virginian Railway the long haul. In other words, in asking for joint through rates, under the statute, the Virginian Railway would be entitled to its long haul, and could not be short-hauled. Where you come to the combination of rates, as in the case of joint through routes, then the route via Pemberton, which is open today, would be the route, and it would take the local rate into [fol. 577] Pemberton, plus River District rate from Pemberton, and that would — a combination through rate via through routes that are already established.

Q. Of course, via Deepwater the Virginian Railway has already short-hauled itself.

A. No, not via Deepwater.

Q. It has got the route in. If that combination were reduced to a certain extent what would it get, some other basis?

A. It is just a matter of division, yes, with the Virginian Railway and the Chesapeake & Ohio and connections.

Q. So that the Deepwater route is open to all the points you wish to get to, and so is Pemberton?

A. Yes, sir.

Mr. Scott: The Deepwater route is the route that is now specified in the tariffs where there are joint through rates from Virginian Railway stations to this western territory, both to and from the Deepwater route——

Examiner Hunter: You mean where there are joint rates less than combination?

Mr. Scott: Joint through rates on commodities except coal.

By Mr. Bell:

Q. In the event that the Commission should decide that the Gulf Coal Company should have the siding you are asking for in the complaint, is it your idea that the Com- [fol. 578] mission should compel the Virginian Railway and the Chesapeake & Ohio Railway to publish joint through rates on the New River District basis?

A. They are asking for both.

Q. I understand.

A. They would prefer the joint through rate, and they ought to have both. They ought to have the relief of the joint through rate via Deepwater, and also the Commission should order in the switch connections.

By Mr. Carmalt:

Q. You are not asking for a siding. You are asking for a switch connection between the Chesapeake & Ohio and the Virginian Railway?

Mr. Scott: The use of a part of the Virginian track there.

The Witness: The use of a part of the Virginian Railway track there, as shown on the exhibit introduced by Mr. Tams.

By Mr. Bell:

Q. In the event that that particular part of the complaint is satisfied and the Commission gives it to you, is it your idea that the Commission should compel the Chesapeake & Ohio Railway to publish joint through rates on a route which embraces in that route less than the entire length of its road, if this switch connection at Hot Coal is opened on the Chesapeake & Ohio?

A. That is part of the—

Q. (Interposing.) Do you think the Chesapeake & Ohio [fol. 579] should be compelled to turn over some of that tonnage to a competing railroad?

A. I would say this, Mr. Bell. The case as it is now presented here, has a number of interveners, both for and against. A number of the people who have intervened in this case have not and could not reasonably have a connection with the Chesapeake & Ohio. There has also been filed with the Commission yesterday a complaint which will be offered as an exhibit, which I offer now, which names as complainants the Wyoming Coal Company, The Wilton Smokeless Coal Company, The Trace Fork Coal Company, The Devil's Fork Coal Company, The Miller-Pocahontas Coal Company, and The Leekie Fire Creek Smokeless Coal Company, all the mines of which companies are located local to the Virginian Railway.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 19, Witness Williamson," and the same is forwarded herewith.)

The Witness: Complainant's Exhibit No. 9, in blue stars indicates the mines of the complainants in the case, covered by Complainant's Exhibit No. 19.

By Mr. Bell:

Q. So far as this case is concerned, Mr. Williamson——  
A. (Interposing.) One minute.

In this petition, Exhibit No. 19, it asks for joint through rates via Deepwater over the existing through routes to [fol. 580] points of destination, as shown by the tariffs enumerated in Appendix B on page 14 of the exhibit. All of these mines are so located, as is evidenced by Complainant's Exhibit No. 9, so that the Chesapeake & Ohio could not possibly reach them by a switch connection.

Q. So far as the Hot Coal mine is concerned, Mr. Williamson, is it your idea that in the case it secures this switch connection, the Commission should order the Chesapeake & Ohio to enter into joint rates with the Virginian Railway to handle coal over a through route which embraces less than the entire length of its haul to destinations in Central Freight Association territory?

A. I would say that it would be the desire of the complainant.

Examiner Hunter: Wouldn't that let them out over the Chesapeake & Ohio?

Mr. Bell: Yes.

The Witness: Yes.

Examiner Hunter: He don't care if he gets out over the Chesapeake & Ohio. He don't care about having those same cars turned over to the Virginian Railway at some place.

Mr. Knight: He says the contrary. They would still want this through route, as well as the direct connection with the Chesapeake & Ohio.

[fol. 581] Examiner Hunter: Yes, but via Deepwater, he would not want the Chesapeake & Ohio to start it, and then turn it over to you, and you take it to Deepwater, and turn it back to him?

Mr. Knight: No; I understand Mr. Williamson to say that he would like to have a direct connection with the Chesapeake & Ohio (he now has direct connection with the Virginian), by giving the Chesapeake & Ohio joint rights or trackage rights over the Virginian, and in addition, a joint Virginian and Chesapeake & Ohio rate via Deepwater.

Examiner Hunter: And I understand that local arrangement would be in addition to what we are discussing here as to the Deepwater route.

Mr. Knight: I do not think that you have it yet, your Honor.

(Discussion off the record.)

Examiner Hunter: We will adjourn until 9.30 a. m.

(Thereupon, at 5.40 p. m., a recess was taken until 9.30 a. m., Tuesday, November 14, 1922.)

[fol. 582] BEFORE THE INTERSTATE COMMERCE COMMISSION

Docket No. 13832

GULF COAL COMPANY, Complainant,

vs.

THE VIRGINIAN RAILWAY COMPANY et al., Defendants

Washington, D. C.,  
Tuesday, November 14, 1922.

The hearing was resumed, pursuant to adjournment, at 9:30 o'clock a. m., before Examiner Hunter.

Appearances, as previously noted.

### Proceedings

Examiner Hunter: Proceed, gentlemen.

E. E. WILLIAMSON, the witness under examination at the taking of adjournment, resumed the stand, and having been previously duly sworn, testified further as follows:

Mr. Carmalt: Mr. Examiner, in view of the discussion that took place following Mr. Bell's question of Mr. William-

son, last evening, namely, that if the Commission should grant the first part of the complaint with regard to the al-  
[fol. 583] lowance for a joint mine status for the Hot Coal Mine, whether or not the complainants were willing and would move a dismissal of the prayer for through routes and joint rates via Deepwater, and his answer being, which he confirmed by his Exhibit 19, a complaint that has been filed and which we saw for the first time yesterday, that in the interest of the interveners, as I understand it, he must decline to withdraw that part of the complaint under the conditions mentioned and insist on their behalf as well as the complainants' behalf that the complaint requesting through routes and point rates via Deepwater be granted, anyway—that being the situation, we are in the position of now moving the Commission to disallow the intervention for the reason that the presentation of the intervention in support of this complaint that has now been filed very distinctly broadens the issue in this proceeding.

It must be obvious to the Commission under the Interstate Commerce Act that if the Hot Coal Mine had the status of a joint mine by which the C. & O. would originate traffic at that mine, then, as Mr. Bell very clearly points out, the Commission is without jurisdiction to grant the prayer of the complaint for through routes and joint rates to Deepwater, because with the C. & O. originating traffic at Hot Coal Mine it would be short-hauled to move that traffic via Deepwater; and the Commission, under the Act, is without power to short-haul the C. & O. under those circumstances.  
[fol. 584] It therefore clearly appears that the complainant acting for the Hot Coal Mine and under the allegations of the complaint as filed have presented an alternative remedy, first, that they might have the status of a joint mine, which is a very different proposition, because in that case they would have the benefit of the through rate to the West via the C. & O. as well as the car supply that would be granted by the joint mine status automatically under the Commission's ruling in the joint mine car distribution case.

The complainant insists upon that position for the joint mine status, and then speaks through the mouth of the interveners requesting the establishment of through routes and joint rates via Deepwater which he himself would not

be entitled to; and that being a distinct broadening of the issues as we understand the rules of practice of the Commission, the intervention must fall, and we move that it be stricken from the record.

In doing that we have no objection to the testimony given by the interveners remaining in the record to be considered as testimony in behalf of the complainant, but as testimony on their own behalf and in support of the complaint that has now been set for hearing and in which the issues are very distinctly different from the issues in the original complaint, we submit that this is no place for them to be heard and that under the rules of practice of the Commission the [fol. 585] intervention must be disallowed.

Mr. Bell: In support of that motion, Mr. Examiner, I would like to point out more definitely than Mr. Carmalt pointed out that the complaint on hearing now alleges that the rates from Hot Coal on coal are unjust, unreasonable and unduly prejudicial. Mr. Tams testified that there are no other mines at Hot Coal than his own. Consequently, these interveners can, in the very nature of things, have no interest in the adjustment of rates from Hot Coal, West Virginia. Their intervening petitions are filed on behalf of their own companies which are located at other points not specified in this complaint.

So that if the purpose of this intervening petition is to bring in before the Commission the adjustment of rates from these other points, as Mr. Carmalt says, it is clearly a broadening of the issues, because the only issue here is the reasonableness and propriety of the adjustment from the locality of Hot Coal.

Examiner Hunter: The other interveners have not brought in new points of origin. The original complaint here raises two questions. Both Mr. Carmalt mentioned. As I understand it, they are both still in the case.

Mr. Carmalt: But they are, Mr. Examiner, necessarily alternative remedies.

Examiner Hunter: Even so; so long as they are there, [fol. 586] any one interested in either one of them might appear as an intervener.

Mr. Carmalt: I take it, not, because—

Examiner Hunter: Then no interveners would be allowed at all, because if an intervener appears on one you

can say, "You cannot appear, because the other may be the ground taken by the Commission." Then if somebody appears on the other side you can say, "You cannot appear, because the first one may be the ground taken by the Commission."

So wherever there is an alternative prayer there cannot be any intervener at all in support of the complaint.

Mr. Carmalt: But the complainant now endeavors to take a position that is entirely without the issues as made by him.

Examiner Hunter: I do not understand it that way. In the first place, he has not withdrawn any part of his prayer of the complaint.

Mr. Carmalt: He was not asked to withdraw any part of his prayer of the complaint. He has amended his complaint.

Mr. Scott: The intervening petition filed upon behalf of these straight Virginian shippers does not contemplate in any manner, shape or form the broadening of the issue in this proceeding; otherwise, this complaint which was offered as exhibit 19 would never have been filed if we had felt that under the rules the matter could be tried out in this proceeding. That was the purpose of filing the complaint. That seems to be clear on its face. I do not see what point Mr. Carmalt raises.

Mr. Carmalt: I apparently have not made myself clear to Mr. Scott, and perhaps not to the Examiner.

The complaint as originally filed on behalf of the complainant is, under the law, an alternative proposition. It is not a question of his withdrawing it or any part of it. The decision of the Commission on either part takes the other part out of the case.

Examiner Hunter: Can you tell us now which one the Commission is going to take?

Mr. Carmalt: I do not know.

Examiner Hunter: Then they are both in the case.

Mr. Carmalt: No; they are in there only as alternative propositions.

Examiner Hunter: But if you cannot tell now——

Mr. Carmalt: Now, will you wait until I am through, until I make myself perfectly clear?

Examiner Hunter: But you have stated, yourself——

Mr. Carmalt: Please let me try it. I have tried it once, and I have not made myself clear, and I am now trying it again.

Examiner Hunter: I know; but are you going to overrule what I have to say?

Mr. Carmalt: No, sir; I am not. I am simply insisting that my contention shall be made clear on this record.

[fol. 588] Examiner Hunter: Then suppose you just wait a moment until I finish what I have to say. I started two or three times and I have been interrupted each time by you.

Mr. Carmalt: Very good. Now let us hear your finish on this proposition, sir, if you please.

Examiner Hunter: You have been speaking since we began as though one of these things were out of the case. If you can not tell use which one is out of the case, how can it be that it is out?

Mr. Carmalt: Are you entirely through?

Examiner Hunter: I am asking you that question.

Mr. Carmalt: My proposition is that they are never both in this case. It must be one or the other. The complainant takes a position that he must have both remedies which, under the law, he may not have by himself. He says he takes that position only — behalf of the interveners; not on his own behalf. He could not on his own behalf, under the law. Therefore the presence here of the interveners automatically broadens the issue.

Examiner Hunter: Motion overruled. Proceed.

Mr. Scott: I would like to make our position clear if I might, Mr. Examiner, that as far as the complaint is concerned there is no alternative relief prayed for. Request is made for the establishment of a connection and also for joint through rates.

[fol. 589] I also disagree with Mr. Carmalt's statement of the law forbidding both remedies. Of course that is a matter of argument; but I disagree with his statement that the law forbids it; my view being that there would be no short-hauling of the Chesapeake & Ohio by granting the joint through rates via Deepwater, and also making the Hot Coal Mine a C. & O. station.

That is our position. Of course that is a matter of argument, what the law requires.

Mr. Bell: May I ask Mr. Scott a question in order to get this matter clear?

In the event that the Commission does establish such connection do I understand that you still insist upon the promulgation of a joint rate from the Hot Coal mine via the Virginian and the C. & O.?

Mr. Scott: Our complaint asks for relief in both respects, both a joint through rate and the connection. At least, if it does not, I have not clearly read the complaint. There is no alternative relief prayed for in the complaint.

Examiner Hunter: Are there any further questions of this witness?

Mr. Bell: I had a few more questions, Mr. Examiner.

Cross-examination.

By Mr. Bell:

Q. As I understand it, Mr. Williamson, the C. & O. now has joint through routes from mines on its line to destinations in C. F. A. territory in connection with connecting [fol. 590] lines?

A. That is true.

Q. And as you testified yesterday in your view of the law and the obligation of connecting carriers, connecting lines should furnish their pro rata share of the cars necessary to operate those joint rates and through routes?

A. If I understand the decisions of the Commission correctly, that is a correct statement of it; yes, sir.

Q. In addition to that, the Chesapeake & Ohio publish rates from mines on its line in the New River district to many destinations on the C. & O. in C. F. A. territory?

A. On some of its affiliated lines?

Q. Yes.

A. Yes.

Q. And on that traffic of course the Chesapeake & Ohio and its affiliated lines must furnish all the cars?

A. I would say as between points on the district line, yes; but that would constitute a very small portion of the coal traffic of the C. & O.

Q. Of the traffic that goes to off-line destinations, as you state, the C. & O. and its connections are now furnishing the cars necessary to operate the through route and joint

rate. In the event that the Commission establishes from Hot Coal to those destinations through routes and joint rates in connection with the Virginian, thus taking away [fol. 591] from the C. & O. part of the haul from Hot Coal, is it your idea that those destination connecting lines should be called upon to furnish some more cars to operate those through routes?

A. It is their duty to furnish their share of the cars to operate those through routes. What proportion they have been furnishing heretofore I do not know; I am not concerned. But I do say that if the Commission does establish through routes or does establish joint rates for those through routes it is the duty of all the carriers party thereto to serve them; and then if by chance some connecting lines did not furnish their share of the cars I take it that either the C. & O. or the Virginian could properly come before the Interstate Commerce Commission and say, "Here is our connection. They are parties to these through routes. It is their obligation now as much as our obligation. They are not doing it. Will you please issue an order that will make them do it?"

As I say, it is a matter with which these shippers on the Virginian or those you represent are not concerned as to how they are going to work that out. That is a matter for the future. But there is no reason why they should not have just and reasonable joint through rates for those routes.

Q. The question of the reason why is a matter of argument.

Assuming that the promulgation of these through routes and joint rates would not increase the aggregate amount of tonnage moving from the New River district to C. F. A. [fol. 592] territory, then do you say the destination connecting line should be called upon to furnish an additional number of cars?

A. What number of cars they have been furnishing I could not give you an answer to that question—

Q. I am not asking you how many, but whether they should be called upon to furnish any more than they are now furnishing if the tonnage does not increase.

A. It would depend altogether on what each particular line has furnished. If they are not furnishing their quota

they should be made to furnish their quota. All of them may not be furnishing as many as they should. It is their duty to do so, if they are not living up to their duty. That is no reason why the Virginian operators should sit still and not insist on reasonable rates to let them into the Western market.

Q. As a practical matter, is it your idea that this matter should be handled at Deepwater in this way or not, that whenever the Virginian turns over to the C. & O. at Deepwater a loaded car, the C. & O. should turn over to the Virginian empty cars in exchange?

A. The people I represent would have no objection to that formula. We are not attempting here to dictate to the carriers what particular method they should use. That would be one way of doing it that would be perfectly satisfactory to the Hot Coal Company.

Q. I will state now, Mr. Williamson, the purpose of these [fol. 593] questions is this: you testified that if these through routes and joint rates are established it would be in the public interest—

A. Yes, sir.

Q. I am merely trying to test that answer so far as the feature of car supply is concerned.

Mr. Scott: I do not think that Mr. Williamson ever made the statement that it would be in the public interest. If he did, I do not recall it.

Mr. Bell: I think he so testified, very clearly.

Mr. Scott: He might have in answer to one of your questions. I do not recall now.

By Mr. Bell:

Q. Then you have no information to give to the Commission as to how this thing should be worked out as a practical matter?

A. I do not think that is in this case.

Q. Then you have no suggestion to make to the Commission along that line?

A. Oh, if the Commission wants some suggestion I should be very glad to give it, but I do not understand that the Commission has asked it. I understand the Examiner to indicate that that might not be a part of this case. It

might be in the future, if the joint rates are established. Then if the car supply question comes up and the Virginian Railroad thinks that its connections are not furnishing [fol. 594] enough cars, there is a remedy for the Virginian. It has access to the Commission, and the Commission has power enough to order the carriers to equitably distribute their cars along its routes. Under the amended transportation act the Commission has very large powers over the matter of car service; and I take it that the Commission would see that the Virginian is equitably treated ultimately. I do not understand that that is a part of this case.

Q. What is your answer to this question—

Examiner Hunter: Mr. Bell, I think you can make yourself clearer to me and clearer to the witness if you will explain to us why the question of car service should defeat a reasonable rate; in other words, why would an unreasonable rate be kept in because if it is lowered a car might be gone, as I understand your position, twice as long as if the unreasonable rate were kept in.

Mr. Bell: I will be very glad to state my position on that matter, Mr. Examiner. It is this:

As I understand the law, the Commission can only grant this complaint if it finds that the granting of it will be in the public interest. In other words, the Commission must first find that this thing will be in the public interest before it can grant the complaint.

Examiner Hunter: That is, before they can find that a rate is unreasonable they must find that a reasonable rate is in the public interest?

[fol. 595] Mr. Bell: Wait a minute. The complaint in this case asks for the promulgation of joint rates, as I understand it—

Examiner Hunter: You are aware that via Deepwater there is a through rate in now, are you not?

Mr. Bell: No; there is a combination rate in.

Examiner Hunter: But there is a through rate in. You can actually bill a car from Hot Coal?

Mr. Bell: Oh, yes, without loading and unloading again at Deepwater or without taking out a new bill of lading.

Examiner Hunter: Then there is a through rate.

Mr. Bell: No; I do not call it a through rate. I call it a combination of local rates.

Examiner Hunter: But it makes a through charge?

Mr. Bell: It makes a through charge.

Examiner Hunter: Your position is that the rate cannot be found unreasonable without a prior finding that it would be in the public interest to have a reasonable rate?

Mr. Bell: Mr. Examiner, there is no attack here upon the rates from Hot Coal to Deepwater; only upon the rate from Deepwater to destinations in C. F. A. territory.

Examiner Hunter: If you are talking only of the proposition of the C. & O., what has the Virginian to do with the furnishing of cars? Would they not be C. & O. cars?

Mr. Bell: You did not let me finish the statement of my position, Mr. Examiner. I had merely given you an idea [fol. 596] of the first leg of it, namely, that as I view the law the Commission cannot put in joint rates from mines of the Virginian to destinations in C. F. A. territory unless it first finds that it will be in the public interest. I may be wrong about that, but that is my view.

Examiner Hunter: Let me ask you this: I want to get clear what you mean by joint rates. Where there is a through rate as there is now, would not a finding that the through rate is unreasonable to the extent that it exceeds a certain amount be sufficient to maintain the complainant's position, and would not the carrier have to put in a rate and adjust the division between themselves and if they did not agree on it, come before the Commission on a division case?

Mr. Bell: The point is in the view which you take of a through rate. There is now a through rate in effect from and to every point in the United States, ~~because there are~~ rates in effect everywhere. You can bill a car from Hot Coal to Boston, Massachusetts, or to San Francisco, if you want to.

Examiner Hunter: I understood all of you to say yesterday that the Deepwater route is open.

Mr. Bell: Yes.

Mr. Carmalt: A through route and a through rate under the Act are very different propositions.

Examiner Hunter: In the first place, do you agree that the route is open?

[fol. 597] Mr. Carmalt: The route is open, unquestionably.

Examiner Hunter: Do you agree that there is a through rate?

Mr. Carmalt: No.

Examiner Hunter: Can a through shipment be made?

Mr. Carmalt: Yes.

Examiner Hunter: What rate applies?

Mr. Carmalt: The local rate of the Virginian to Deep-water and the local rate of the C. & O., or joint rate, as the case may be.

Examiner Hunter: That applies on one bill of lading?

Mr. Carmalt: It would move through on one bill of lading, yes; but that does not constitute at all a through rate within the meaning of the Act.

Examiner Hunter: You would have no objection to that through rate, or whatever it may be, being found unreasonable to the extent that it exceeds—

Mr. Carmalt: I think the Commission might find either leg of it unreasonable as published; but when it comes to establishing a joint rate over that route, then it may establish a joint rate applicable from point of origin all the way through. But in that case its action is determined under the third paragraph of section 15, which is distinctly tied up with the proposition that the public interest shall govern the action of the Commission.

[fol. 598] Examiner Hunter: Suppose we had a finding as to a joint rate proposition that found the through charge unreasonable. Your position is that such a finding and order would have no effect?

Mr. Carmalt: The position in such case where an attack has been made on the through rate and request made for a through route and a joint rate has very often, and in the long run of cases, found one factor of that rate to be unreasonable without establishing a through route or a joint rate.

Examiner Hunter: Do you not know of many cases where they found the through rate unreasonable without saying anything about either leg?

Mr. Carmalt: They have established a through rate.

Examiner Hunter: But have they not simply found the existing through rate unreasonable?

Mr. Bell: In this case it was a—

Examiner Hunter: Just let Mr. Carmalt finish.

Mr. Carmalt: I think in no one of them have they done anything without bringing in the third paragraph of sec-

tion 15 and found that a joint rate should be established in the public interest.

Examiner Hunter: Your understanding, then, is that a combination on a junction point is never found unreasonable unless they order in a joint rate?

Mr. Carmalt: Of course it may be found unreasonable as [fol. 599] to particular factors of it and still leave it a combination rate. The Commission may act on either factor.

Examiner Hunter: Your view is that they cannot act on the through charge?

Mr. Carmalt: Without establishing a joint rate under paragraph 3 of section 15. I think there is no doubt about it.

Mr. Avis: I would like to say just a word on this subject.

Listening to the argument of the gentleman preceding me and trying to get into the atmosphere of the case, if the Examiner should take the position that seems to be indicated from his questions my clients would be practically out of this case.

As I stated on yesterday, in filing my petition we represent over 60 per cent of the bituminous coal operators on the Virginian Railroad. Over 60 per cent of all the coal is shipped from there. Our mine is similarly located to those of the Gulf Coal Company and the other few companies that have intervened. We understand and we think that the gentlemen on the other side take the same position that is taken by Mr. Carmalt and Mr. Bell on this side.

I call your attention to the petition itself—

Examiner Hunter: By the way; will you let me have your petition of intervention? I just want to see what you pray for.

Mr. Avis: We just pray to be made parties.

Examiner Hunter: You do not make any effort in your [fol. 600] petition to bring in new points of origin?

Mr. Avis: No; we just simply—that is what I wanted to point out to you, what our position is, so that we may know where to stand on the presentation of testimony.

I stated a moment ago that evidently the gentlemen on the other side took the same view of the law that is taken by Mr. Carmalt and Mr. Bell.

The Witness: No.

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Mr. Avis (continuing): Because in paragraph 25 they say that it is necessary and desirable in the public interest that the defendant carriers should issue, publish and file with the Interstate Commerce Commission joint through rates from said coal operation of the complainant located on the line of the railroads defendant.

In their prayer they ask for that relief among other reliefs. Here is the prayer in that respect, at page 33 of the complaint:

"To put in force and apply in the future on the transportation of coal between the origin and destination points named herein joint through rates on the New River district basis."

That is what they are praying for.

My clients take the position that they are coal operators there and that they ship over 60 per cent of all the coal that is produced in that section; that if joint through rates are lower it is going to put them in the position that they [fol. 601] cannot serve the public in the way that it is served now. They take the position that the natural market for that coal, on account of the way the Virginian Railroad is constructed, and otherwise, is the East; that the demand for that coal is in the East, the seaboard and in the Carolinas where there are above seven million tons of coal consumed each year; and that to take the car supply away from the Virginian and send those cars out into the Western market, because of the long time that it takes them to return they will be put at a disadvantage in mining their coal and marketing it; that in order to ship a million tons of coal west, we will say while they are doing that they could ship two and half million tons of coal east, because the round trip of a car on the Virginian Railroad is only about 16 days, and on the C. & O. it is about 40 days, and in excess of that.

With the same equipment they can handle two and a half million tons of coal east while they are handling a million tons of coal west.

I asked Mr. Tams yesterday, if you will recall, why it was that he sought the western market, if it was not in the public interest that he sought it. He said he sought it because he had to sell his coal too cheap, and he called atten-

tion to the fact that he was getting \$1.20 in the eastern market and \$1.75, less commission of 14 cents, in the western market. He also stated that the Sewell Point terminal [fol. 602] of the Virginian was the cause of the breaking of the prices in the east on coal, and he did not want the prices broken in the east, but he wanted a market in the west.

That certainly is not in the public interest.

We say that this whole situation is such that if the joint through rates as prayed for here are granted, the use of the equipment of the Virginian Railroad would put the operators along that line at such great disadvantage that they would not be able to supply the natural market of the east. That is our contention; that by the granting of joint through rates the Virginian will be put in such a position that the great majority of the shippers on that road who are engaged in the same business exactly as Mr. Tams and whose mines surround his right in the heart of the field, will be put at a disadvantage in serving the public, and therefore the public will suffer accordingly.

That is the theory on which we seek to present our case, that granting these joint through rates will put the Virginian in such a position that the public will suffer.

Mr. Bell: That is my very point from the standpoint of the operators on the Chesapeake & Ohio. If the granting of these joint rates to the west increases the tonnage to the west, according to Mr. Williamson's own testimony, the Chesapeake & Ohio will have to furnish some of the cars to operate those joint rates; and just as Mr. Avis stated, for [fol. 603] every car that goes west the local operators on the Chesapeake & Ohio could send two and a half cars east, and, to that extent, will deprive the public of coal which it needs especially in times like these.

On the other hand, if the granting of this complaint does not increase the amount of tonnage to the west, then, as we view it the public in the west are not benefited because there is no more coal competing in that market.

So that whichever horn of the dilemma you take, in our view of the situation it is going to injure the public. It was for the purpose of bringing that point out that these questions were asked of Mr. Williamson, because as I see it the public interest is the great big thing in this case—

not the interest of the complainant or the selfish interests of these interveners, but the interest of the public.

Examiner Hunter: You and Mr. Avis have mentioned two points, that is, two facts which you claim to be correct: the time it takes a car to go down the line of the Virginian and the C. & O. If you possess that information as to the Virginian or the C. & O. prove it as part of your case. All the rest of it can be argued in the briefs.

Mr. Bell: We intend to prove that, Mr. Examiner.

Examiner Hunter: Then I do not see what the difficulty is. All the rest that both of you have been mentioning can be argued in the briefs better than now.

[fol. 604] Mr. Bell: I will ask just one question. I understood Mr. Williamson to testify on direct that the granting of this complaint would be in the public interest, and the purpose of my questions was merely to ascertain, if I could on cross examination, which I think I have the right to do, if it was in the public interest. In other words, if I can secure an admission from Mr. Williamson that will help my case I have that right. If the Examiner thinks otherwise, I will drop the matter right here.

Examiner Hunter: My view is simply this, that a great deal of time has been wasted on this matter during practically the last two hours of the hearing, without accomplishing anything. We will probably have to hold a night session tonight to make up the time lost. That is the reason that I have tried to restrict the examination. I do not understand that your questions are related to anything that was gone into on direct——

Mr. Bell: Only to this extent——

Examiner Hunter: Counsel's recollection is that Mr. Williamson did not testify as to its bearing on the public interest.

Mr. Bell: In any event, other witnesses did. Mr. Williamson is offered as an expert regarding the details of this thing.

Examiner Hunter: You cannot expect to cross examine him on what the other witnesses testified to on direct.

Mr. Bell: No. But his testimony was in support of their [fol. 605] testimony that this would be in the public interest.

Mr. Scott: I do not know, as a matter of fact, whether Mr. Williamson is qualified to testify as to whether or not

this is in the public interest. I am quite sure he never made any such statement.

Mr. Bell: It also appears in the petition that this will be in the public interest. Mr. Williamson is offered as a witness in support of the petition. It is so endorsed on the petition. In that view of the situation I thought I had the right to cross examine Mr. Williamson on that point. If you rule otherwise I will stop right here.

Mr. Carmalt: May I ask this question: Is it now understood that the complainant withdraws that allegation of the complaint that it would be in the public interest to establish these through routes?

Mr. Scott: We certainly have not and have no intention of withdrawing that part of the petition. We have had any number of witnesses who have testified on the question of the public interest, and I think questions on the public interest should be directed on cross examination to those witnesses. Mr. Williamson is not qualified to testify on the question of the public interest.

Mr. Carmalt: In the case of each witness, as I understand this record that has been cross examined on that proposition you have insisted that the witness has not made [fol. 606] any statement on direct with reference to the public interest. If that is true in each case and if each witness is to decline to answer questions on that proposition, as I take it, the record is without support on that allegation of the complaint.

Mr. Scott: Your recollection is faulty. I made that statement with reference to Mr. Leekie and with reference to Mr. Williamson.

Mr. Carmalt: I think the record will bear me out in saying that you made the statement with reference to Mr. Tams.

Examiner Hunter: As I understand the complainant's case so far, they have been attempting to prove it in a proper way. In other words, they have not attempted to bring in some witness who would attempt to qualify as an expert on the public interest, and then, out of a clear sky, testify that this will be in the public interest, the same as a medical man might testify that somebody had diphtheria. They have taken the other tack. They have tried to present detailed facts which they think show that it would

be in the public interest. In other words, they have gone to the primary facts. They have left the ultimate conclusion as to whether or not it will be in the public interest, to the Commission to decide.

Mr. Avis: I desire to call your attention to the fact that every witness they put on the stand yesterday, except Mr. Williamson, as I recall it, was asked the question of whether this would be in the public interest. I think you will find that in the record.

[fol. 607] Now, with reference to Mr. Williamson, he does not appear here as an ordinary disinterested witness. He appears as an expert representing the Gulf Coal Company, with his name endorsed as one of those representatives for the complainant. It seems to me that he therefore speaks for the Gulf Coal Company, not as an outside witness, but as an interested witness speaking for and representing the Gulf Coal Company. He has spoken in his testimony again and again about his employment with the Gulf Coal Company. Therefore he speaks for the Gulf Coal Company as a rate and transportation expert. It seems to me that we could ask him any questions that we could ask the Gulf Coal Company with propriety.

Mr. Scott: We have not objected to a single question that has been asked Mr. Williamson.

Mr. Avis: Pardon me. The very theory of the complaint that he signs and the very allegation is that it is in the public interest. If our construction of the law is right, that it must be necessary or desirable for the public interest before any action can be taken on this particular matter, it seems to me that we would have a right to ask him any question on cross-examination to show that it would be in the public interest.

Examiner Hunter: Your view is that because he is called by the complainant you may ask him any questions you wish regardless of whether or not it was gone into on direct?

Mr. Avis: I think his testimony related to the public interest. I think that is what he is put on for.

Examiner Hunter: If he has testified to some primary fact which you think is not correct or which you do not understand, cross examine him on that primary fact. For instance, some of the witnesses—not this witness—some of

the earlier witnesses testified that giving this means of outlet to the west would broaden competition. They thought that would be in the public interest. You could ask them whether or not it would and if you think their statements on that point incorrect, you should have cross-examined them on it.

Mr. Avis: If you please, my theory is that all of Mr. Williamson's testimony is directed to the point in issue, and that what he is trying to develop before this Commission is that it is in the public interest, just like you may ask a witness if he has any prejudice or bias in the case and he may say no, and you can develop from certain facts that he has.

Examiner Hunter: Just what is it that you want to ask the witness?

Mr. Avis: We had in mind to ask him some questions along the line that was being discussed here. We thought the Examiner took the position that it would not be relevant.

Examiner Hunter: Does it relate to anything that he testified to on direct?

Mr. Avis: Yes, sir; and some of it relates to other matters that are certainly connected with what he has testified [fol. 609] to on direct.

Examiner Hunter: Ordinarily the proper thing would be to call in as your witness on the other subjects into which he did not go on direct.

Mr. Avis: I do not want him as an independent witness.

Examiner Hunter: If you want that line of testimony into which he did not go on direct, do you not think that you should call him as your witness?

Mr. Avis: I think so, if it is absolutely separate from his other testimony, but if it is connected with his testimony, either directly or indirectly, it would be a proper matter for cross examination. That is entirely for the Examiner to decide, however.

Examiner Hunter: Are there any further questions?

Mr. Bell: I have no further questions except along the same line, but I do not want to press them if you do not think they are proper cross examination.

Examiner Hunter: Mr. Bell, I understand that——

Mr. Bell: In other words, I want to get along well with the Examiner, if I can.

Examiner Hunter: I think we all ought to attempt to get this case tried without night sessions, and I will say that I think it is exceedingly unfortunate when a case is tried not only in such a way as to encumber the record with hundreds of pages of additional testimony, but to keep 35 [fol. 610] or 40 men sitting around for half a day and then have to hold night sessions. I think that is to be avoided.

Mr. Bell: I agree with you absolutely, and I will call your attention to the fact, Mr. Examiner, that my questions have been very short and Mr. Williamson's answers have been very long, and they have not been very responsive to the questions.

Examiner Hunter: Now, Mr. Bell, if you go directly and quickly to the very point you wish to get at, I think we can get it done in a short time. It seems to me that we have had about the same question asked of this witness on the same subject some fifteen or twenty times. That would be my estimate of it.

Mr. Bell: I do not believe I will pursue the matter further, Mr. Examiner, in view of your feeling about it.

The Witness: May I make just one statement in connection with the matter of the through rate, and that is this: the position of the Examiner is correct as to that. Commissioner Lane, in what is known as the Star Milling case, a leading case, went very thoroughly into the question of combination rates and joint through rates, and the Commission pointed out that a rate made up of a combination of two rates was a through rate, not a joint through rate, but was a through rate; and a rate so made was as much of a unit from point of origin to point of destination as if [fol. 611] it were a joint through rate. That is the point decided, and I do not think there is any clearer exposition in the books than that point by Commissioner Lane.

By Mr. Avis:

Q. You note a distinction, do you not, when you pray for a joint through rate here?

Mr. Scott: I think that is all a matter of argument.

By Mr. Avis:

Q. You make a distinction?

A. There is a combination through rate and a joint through rate. But the joint through rate is a unit.

Examiner Hunter: Some time during the proceedings, Mr. Scott, if you have a definite position you might make it clear whether it is material to you to have either a joint through rate or a through rate which is a combination of locals, provided the through charge is reasonable.

Mr. Bell: On that point we must take the petition for what they are asking for, and the petition asks for joint through rates. They cannot change now and ask for a lower combination of local rates.

Examiner Hunter: If the through rate is found unreasonable I do not know just what the purpose of the prayer for joint rates is, other than simply to get the New River basis through to destination.

Mr. Scott: That is the idea.

Mr. Bell: In the very nature of things, if the rate is made less than the combination on Deepwater it will be necessary [fol. 612] for the Virginian and the Chesapeake & Ohio to enter into some sort of a joint arrangement.

Examiner Hunter: You are aware, are you not, that practically all the rates to the Southwest, Texas, Oklahoma and Arkansas, are combinations on the river? You are aware of that, are you not?

Mr. Bell: From where?

Examiner Hunter: From point of origin.

Mr. Bell: No, they are not. They are made up of the local rates, presumably, from the Mississippi crossings to the Southwest plus differentials from the eastern point of origin up to the Mississippi River crossings.

Mr. Carmalt: There are a great many such rates, Mr. Examiner.

Examiner Hunter: The majority of them are.

Mr. Bell: Take the very situation of the Loup Colliery Company case: they asked for joint rates and the Commission refused to put them in.

Examiner Hunter: Let us stick to this other point. You are aware that the great majority of the traffic that moves east, and I think there is almost as large a percentage moving west to Texas, Oklahoma and Arkansas, moves on

combination on the river. Now, what difference does it make to these shippers whether that rate is a joint or combination rate if it results in the same through charge? [fol. 613] That was the point that I was asking Mr. Scott. I did not see that there was any point in the prayer for joint rates beyond the effort to get a certain rate.

Mr. Scott: It is not material to us as long as we have the same basis that operates in the New River district. It is immaterial to us as long as it is the New River district rate.

Examiner Hunter: As long as you get through to the destination on the New River basis?

Mr. Scott: That is the idea exactly.

Mr. Carmalt: Although you ask for a joint through rate?

Mr. Scott: Absolutely. We think there is a terminology and that the Commission recognizes a difference between a through rate and a joint through rate. The New River basis is what we are asking for.

Examiner Hunter: I think it is a fact that there is an allegation that the present charge via Deepwater is in violation of section 1; in other words, there is an allegation of the unreasonableness of the present rate.

Mr. Scott: Also discrimination under section 3.

Mr. Carmalt: I might state in connection with that remark about the rate over beyond the Mississippi River that I think that is true in a very great many cases. But the Commission has recognized natural gateways where there are differences in operating conditions, density of traffic and methods of operation, and has uniformly, almost, declined to interfere with the combination of local rates, finding each factor separately to be reasonable. There are a [fol. 614] great many railroads which have unique operating conditions, and the Commission has approved the application of the combination of local rates over junctions; and we shall endeavor to make the record clear on that proposition before we get through.

Examiner Hunter: The thing that surprised me in your position a little while ago, Mr. Carmalt, was this: I do not understand that the Commission has taken the position that it could not find a rate from the southwest to the southeast, which is a combination on the river, unreasonable.

Mr. Carmalt: Oh, I did not say that.

Examiner Hunter: I understood your position a while ago to be just that.

Mr. Carmalt: I gathered that you did, but that was not the position which I took. I think the record is clear on the subject, however.

Examiner Hunter: Then you agree now, do you, that this through charge via Deepwater could be found unreasonable? That is exactly the same situation.

Mr. Carmalt: Oh, yes; I have no doubt that the Commission could find the charge unreasonable and could apply it to either factor; but it could not establish a joint through rate unless it was in the public interest.

Examiner Hunter: Without applying it to either factor, without touching either factor, the point is can they not [fol. 615] find a joint through rate unreasonable?

Mr. Carmalt: Time and again they have done that. They have found it unreasonable to the extent that this factor or that was unreasonable, without establishing a joint rate.

Mr. Bell: In all those cases separate factors were attacked as factors. In this particular case the Commission has no jurisdiction of the rates from Hot Coal to Deepwater because that is a state movement.

Mr. Scott: It is an interstate rate, though.

Examiner Hunter: You are not correct in saying that in those cases they were not attacked as factors. I have had cases where the carriers have not presumed to dispute that the Commission had jurisdiction of the through rate and could find it unreasonable, although it was a combination.

Mr. Carmalt: That is my point; but they cannot fix a joint through rate unless it is in the public interest.

Examiner Hunter: That is not the question we are talking about. Proceed.

By Mr. Yarborough:

Q. Mr. Williamson, are you the same Mr. Williamson who testified in I. & S. Docket 774, I. & S. 1170 and I. & S. 12631?

A. Yes, sir.

Q. In this case you have qualified as a transportation specialist, have you not?

[fol. 616] A. I indicated that I had had some thirty-seven years' experience in transportation matters, if that is any qualification.

Q. You signed yourself to the petition as representing the Gulf Coal Company as rate transportation specialist?

A. Yes; I do not deny it.

Q. In this case you have familiarized yourself with local conditions on the C. & O., the Virginian and the Norfolk & Western from a transportation standpoint?

A. To an extent; yes.

Q. In your investigation as to the conditions on the Virginian and the C. & O. and Norfolk & Western in this present case, did you find that the Chesapeake & Ohio car supply to mines served by the Chesapeake & Ohio and to the joint mines served by the Virginian and the Chesapeake & Ohio was not as good as to the mines served by the Norfolk & Western Railroad? In other words, the percentage of car supply was less to the C. & O. mines than those served by the Norfolk & Western for the period of, say, the past six months or a year?

A. I did not consider in this case—it was a question of the comparative car supply with the C. & O. and the Norfolk & Western, as I view it. After the Commission decides what should be the just and reasonable rate, it is a question then for the carriers to meet their obligations and to do their duty under the statute, regardless of what may be a comparative car supply as between the Norfolk & Western and [fol. 617] the C. & O. I did not consider that that was the proper thing to inform myself on in this case.

Mr. Carmalt: All that Mr. Yarborough is asking you is whether you did or not.

By Mr. Yarborough:

Q. You can answer that question as to the car supply.

A. With that explanation I would say that I have not examined as to the comparative car service.

Q. Then you are not prepared to testify as a transportation specialist as to the car supply on the C. & O. and the transportation facilities that the C. & O. operators get over the Virginian Railroad operators in this case?

A. I am prepared to give some testimony, yes; but the question of the relative car supply is not an issue here.

Q. I think it is to this extent, that the Interstate Commerce Commission is supposed to put in joint rates and routes through certain gateways that are open and not to do injustice to parties on an intermediate line. In this case you are asking for joint rates through Deepwater?

A. Yes.

Q. If it is found by the Commission that these joint through rates should be granted over the Norfolk & Western through some convenient gateway, would not that serve your purpose?

[fol. 618] A. If the Virginian would put in joint through rates in connection with the Norfolk & Western Railroad via Matoaka, that would give an outlet to the west at Matoaka. There are facilities for interchange with the Norfolk & Western.

Q. Is it not a matter of common knowledge that the Norfolk & Western Railroad has been able to supply their mines with better car supply for years past than the Chesapeake & Ohio?

A. I think that is common knowledge.

Q. And that they have handled their business with much more promptness than the Chesapeake & Ohio, both east and west?

A. I would say that was true; and if you are advocating the establishment of joint rates in connection with the Norfolk & Western via Matoaka, at which point there are interchange arrangements, that would afford an outlet to the west. If you want to bring in a petition in the interest of the C. & O. operators to let the Virginian have the outlet via the Norfolk & Western because of their better car supply, that will help out the Virginian situation, and we will intervene.

Q. I am not asking for suggestions.

A. We will intervene.

Q. If it should appear that an outlet via the Norfolk & Western would not be as injurious to the public interest westbound as that via Deepwater, and the C. & O., would not that serve your purpose?

Mr. Scott: You mean an outlet via the Norfolk & Western, whether that is satisfactory?

Mr. Yarborough: Yes. I believe he has made the statement that he would have no objection to that.

A. We would have no objection to that. What we want is the western market. If the Virginian and the Norfolk & Western would get together and establish joint through rates on the New River district basis, via Matoaka and the Norfolk & Western and serve those through routes and give the benefit of the car supply of the Norfolk & Western and its connections, there is no objection to that. We would join you in a petition if you want to make a petition to that effect.

Mr. Yarborough: That is all.

By Mr. Avis:

Q. Is it not true that the Chesapeake & Ohio Railway in the matter of instrumentalities and car supply is about the second worst in the United States so far as the coal business is concerned?

A. No; I have a much higher opinion of the C. & O.'s facilities than that, much higher.

(Witnesses excused.)

Mr. Scott: With the exception of certain information which we requested the Virginian Railway Company to furnish, that completes our case in chief.

Examiner Hunter: Do the interveners who appear in support of the complaint have any testimony to offer?

Mr. Bell: They have already testified.

[fol. 620] Examiner Hunter: The defendants may proceed.

Mr. Scott: At this time I presume it is proper to offer the matters which we requested of the Virginian Railway?

Examiner Hunter: If you have them.

Mr. Scott: Mr. Carmalt, I understand, has them.

Mr. Knight: Mr. Carmalt is getting them now.

Examiner Hunter: Does this cover all of the data asked for yesterday, Mr. Scott?

Mr. Scott: I have a letter from the Commission saying that the Virginian Railway has agreed to furnish everything we requested. I presume it does.

Mr. Knight: I think we agreed to furnish everything you requested except the copies you called for of that application for just compensation.

Mr. Scott: You have no copies?

Mr. Knight: We have some copies, but we had none to spare.

Mr. Scott: Could you offer one for the record? There are some historical matters contained in that document. That is the reason we requested it. It was not otherwise available, and it was contained there very concisely in that application for compensation, and we ask Mr. Carmalt to furnish that. If he is unable to furnish it we will call for the document and have it as an exhibit in this case and then have copies reproduced.

Mr. Knight: I was just saying, Mr. Carmalt, that Mr. [fol. 621] Scott said the Commission had advised him that we had promised to furnish everything he had asked for. I told him we had agreed to furnish everything except this petition for just compensation, and while we had copies of it we did not have spare copies. I think perhaps I can spare you one copy.

Mr. Scott: One copy will be sufficient for the record, if that is satisfactory to the Examiner. As I stated, there are some historical matters in there.

Mr. Carmalt: In declining to present that, Mr. Scott, you understand it is only because of the lack of available copies?

Mr. Scott: Oh, yes; I understand that.

Mr. Carmalt: And we so advised the chief examiner last week.

Mr. Knight: We dug up this copy and one other which I have in my files.

Mr. Scott: That will be perfectly satisfactory.

Mr. Bell: If it is to be offered as an exhibit we want to get copies in some way.

Examiner Hunter: I suppose the complainant in this case should make them and furnish them to the parties.

Mr. Bell: I think that is required.

Examiner Hunter: I think so far as that is concerned, you are out of it because you did not file your petition until the hearing.

[fol. 622] (Informal discussion took place which the reporter was directed by the Examiner not to record; after which the following proceedings occurred:)

Mr. Bell: Could I have a copy without the map?

Mr. Scott: This is on file in compensation Docket No. 18, which Mr. Bell is interested in the same as we. We

have no copy of it other than one on file with the Commission.

Mr. Bell: All right.

Mr. Scott: We offer the document entitled "The Application of the Virginian Railway Company to the United States Railroad Administration for Just Compensation for the Use of its Railroad during Federal Control," as complainant's exhibit No. 20.

This is a document which was received as a part of counsel's statement in compensation Docket No. 18 at a hearing before the Board of Referees appointed by the Interstate Commerce Commission.

Examiner Hunter: It may be received.

(The document referred to was received in evidence, marked "Complainant's Exhibit 20, November 14, 1922," and is attached hereto.)

Mr. Carmalt: I will hand all of these to you. I first deliver to you four copies of Virginian Railway Company Freight Traffic Circular No. 116-F, which is a current publication showing mine numbers, location, post office address, and names of sales agents.

[fol. 623] I will furnish you with the maps. I will give them all to you and then you can offer them.

I will give you four copies of the map of the Virginian Railway and its branches which you requested, and four copies showing the profile of the railroad and certain specific branches.

Mr. Scott: We offer in evidence as complainant's exhibit No. 21 Virginian Railway Company Circular No. 116-F, which contains a list of coal operations of the Virginian Railway and connections.

We call particular attention to the map appearing in the front of the back cover showing the various operations of the Virginian Railway.

Examiner Hunter: It may be received.

(The circular referred to was received in evidence, marked "Complainant's Exhibit No. 21, November 14, 1922," and is attached hereto.)

Mr. Scott: I now offer as complainant's exhibit No. 22 a map of the Virginian Railway Company which includes the main line and branches.

Examiner Hunter: It may be received.

(The map referred to was received in evidence, marked "Complainant's Exhibit No. 22, November 14, 1922," and is attached hereto.)

Mr. Scott: As complainant's exhibit No. 23 I offer a profile of the Virginian Railway covering the main line from [fol. 624] Deepwater to Sewells Point and certain branches which are indicated.

Mr. Knight: Those are the branches you called for in your letter?

Mr. Scott: That is right.

Examiner Hunter: That map will be received in evidence.

(The map referred to was received in evidence, marked "Complainant's Exhibit No. 23, November 14, 1922," and is attached hereto.)

Mr. Scott: The information which we requested from the Chesapeake & Ohio Railway I understand is here and Mr. Hotchkiss will put it in, which is perfectly satisfactory to us. We intended to put it in as part of our case, Mr. Hotchkiss will offer it.

Examiner Hunter: Is he going to put it in as part of the C. & O. case?

Mr. Scott: No.

Mr. Knight: They called for certain information of the Chesapeake & Ohio.

Examiner Hunter: It will be put in when you put in your case?

Mr. Hotchkiss: Yes.

Examiner Hunter: Very well.

Mr. Scott: That concludes the complainant's case in chief.

[fol. 625] Examiner Hunter: The defendants may proceed.

Mr. Knight: If the Examiner please, I think it will be fair to the other side and perhaps help the Examiner if I make a statement as brief as may be before we begin our testimony in this case.

As your Honor is perhaps is aware and as Exhibit No. 20 offered by the complainant tells you, the Virginian Railway, as railways go, is a comparatively new concern. Its

construction was begun just about 20 years ago, the actual preliminary surveys. The actual dirt was, I think, first turned in 1903. The road was linked and connected from the eastern and western termini and formal operations begun in 1909. So that it has only seen about thirteen years of formal operation. Of course the operation in the beginning was purely or almost purely formal, largely perfunctory.

As to the two questions presented by this complaint, namely, the charge that the complainant has been discriminated against by the trackage arrangements set forth in the petition and the creation of certain joint mines or giving certain mines situate on the C. & O. tracks an outlet over the Virginian and certain mines situate on the Virginian tracks an outlet over the C. & O., we are prepared to defend and, we believe, can successfully defend the position.

In every case those trackage arrangements are the results of agreements made between the railways in order to avoid the duplication of construction, the paralleling of [fol. 626] one railroad by the other.

The Virginian, as I say, is a new road. It has desired additional tonnage. It has to grow to live, and it had to have the coal tonnage in order to grow. It made trades here and there with the Chesapeake & Ohio Railway for trackage rights rather than to spend the money to duplicate the C. & O. tracks between certain points. The C. & O. gave the trackage rights, being willing to have its lines utilized to some extent by the Virginian, to have the expense of maintenance and of certain parts of the operation of those lines divided rather than to have a parallel line, reached the same points and took tonnage or traffic from those with a possible loss of some traffic to it.

Similarly and for the same reasons trades were made sometimes—always, I believe, in connection with the C. & O. trackage—whereby the Virginian gave the C. & O. trackage rights to reach the mines and to avoid duplication of construction. One line, the Stone coal line, has been referred to in the evidence by complainant's counsel or witnesses, or perhaps it has been referred to in the petition, as a jointly owned branch. That is not true. The Stone coal branch is owned entirely by the Virginian Railway, but the Chesapeake & Ohio Railway pays interest on half the

cost of it, but maintenance costs and certain operating expenses [fol. 627] are divided on a wheelage basis.

That line was built by the Virginian, and the Chesapeake & Ohio give trackage rights over it in pursuance of an agreement that to avoid the duplication of construction with tributaries of the Winding Gulf where each of the roads had built a branch line, either company should notify the other when building a branch line or intending to build a branch line and give the other an opportunity to participate in the construction or to acquire trackage rights as the case might be.

The agreements covering all these situations will be laid before you in the course of our proof.

Examiner Hunter: They all took the form of trackage rights? None of them have been joint construction?

Mr. Knight: None of them have been joint construction. They all take the form of trackage rights, and there is no joint ownership. We have some trackage rights over the Chesapeake & Ohio; the Chesapeake & Ohio has some trackage rights over some of our lines.

Mr. Scott: Was there a time when the Stone Coal branch was a joint ownership proposition?

Mr. Knight: No.

Mr. Scott: It never was?

Mr. Knight: Never.

Mr. Scott: Of course we had our information from that exhibit which was evidently in error on that point.

[fol. 628] Mr. Knight: What exhibit?

Mr. Scott: The operating exhibit that we put in as our exhibit.

Mr. Knight: Well, it is immaterial.

Mr. Scott: You know, of course?

Mr. Knight: I have stated the fact, and the agreement will speak for itself.

Examiner Hunter: In some cases, at least, trackage rights were in contemplation at the time the branch was built?

Mr. Knight: In the case of the Stone Coal branch?

Examiner Hunter: In some of the other cases trackage rights were in contemplation at the time of the building?

Mr. Knight: So far as I now recall, your Honor, there is no other branch of ours over which trackage rights are given.

I may say here what will be brought out by another witness that I think that the first of these trackage rights arose in this way:

In perhaps 1910 or 1911 the Virginian Railway had built the Winding Gulf branch, had gotten it into operation, and it needed additional tonnage, a great deal of additional tonnage—I am speaking relatively, now—and it found an opportunity to secure what was called the Piney River & Paint Creek Railroad, a small railroad which was owned by the same interests that owned certain coal mines situated upon it, and which connected with the Piney Branch of the Chesapeake & Ohio near Beckley in Raleigh County. [fol. 629]

The Virginian Railway leased that railroad for a term of five years, agreeing to pay interest on it at the rate of six per cent or agreeing to pay rental which was figured on a basis of six per cent, I think, though it may have been five, on the cost of the road, and agreeing to build to a connection with the road which would have required three or four miles of construction unless the Chesapeake & Ohio would grant trackage rights.

Having secured the lease the Virginian Railway went to the Chesapeake & Ohio. It stated the situation that it had this lease, and offered the Chesapeake & Ohio a half interest in the lease, that is, to sublet an undivided half of the property to the Chesapeake & Ohio, provided the Chesapeake & Ohio would grant trackage rights to reach the property, stating, at the same time, that the Virginian was under obligation to build to the property and would build unless trackage rights were granted.

The Chesapeake & Ohio made the agreement to grant those trackage rights, in consideration of the subletting of one-half of the Piney River & Paint Creek property and in consideration also of certain trackage rights then granted by the Virginian.

As I say, we will go into the details later. The agreements will speak for themselves; but all of those arrangements [fol. 630] were substantially along the same lines.

I agree thoroughly in the opinion that Mr. Carmalt has expressed on the law, namely, that the Commission can only establish through routes with joint rates in this case if it satisfies itself from the evidence that it is desirable or necessary, to use the exact words of the statute, in the

public interest, that such through routes with joint rates shall be established. And we believe that we are going to be able to show your Honor and, through you, the Commission, that it is neither necessary nor desirable in the public interest that these through routes and joint rates be established.

The Virginian Railway up to this time, fortunately or unfortunately, is a one-ended railroad. It is planned and built and equipped with a view to handling heavy traffic, coal, principally, which constitutes, I suppose, 90 per cent of our freight eastbound, as expeditiously and as economically as possible. Every one of our shippers knew when he opened his mine or *minds* on the road, beginning with the first mines that were started back in 1907 or a little earlier, that the Virginian was a one-ended road, that it was being built as a one-ended road, in the case of those who started their mines before the road was completed. In the case of those who started their mines after the road was completed they knew it had been built and was being operated as a one-ended road, and every one of them counted upon the advantage, if it is an advantage, in having such a road handling a special tonnage to a market in one direction, or, if he regarded that as a disadvantage, he discounted it when he made his investment in his coal mines.

The grades and the yards and the facilities of the railroad and the lay-out of its coal shippers have been built, planned and installed with a view to this one-way business to the east. The western part of the line is unfit for handling *for handling* through business in any quantity, and it has always been contemplated that when the Virginian shall extend to reach the western markets, which it will probably eventually do—but, as I say, your Honor must bear in mind that it is yet, as railroads go, a very young railroad—that when it does extend to reach the western markets it should do it over its own rails, it should utilize every cut-off by way of Coal river or by way of Wyandotte River and never by way of the present line from Surveyor's Fork of Coal River through and over several divides and down Loup Creek to the connection at Deepwater, with very heavy grades and with very heavy and difficult curves.

When the Virginian Railway was in process of construction and before the eastern and western ends were linked

up but after some coal operation had begun on the extreme western end, there was a proceeding instituted before the Interstate Commerce Commission which has been referred [fol. 632] to once or twice in the evidence or in argument interlarded with the evidence, the Loup Creek Colliery Company against the Deepwater, as the predecessor in title of the Virginian was then called, and the Chesapeake & Ohio Railway Company, having for its purpose just the purpose of this proceeding, namely, the establishing of through routes except that the through routes then asked for were the east and west, with joint rates over the Chesapeake & Ohio and over the Virginian.

Your Honor is probably familiar with that case, and if so you will remember that the Commission refused the application on the ground that the Virginian was a potential competitor of the Chesapeake & Ohio, and that notwithstanding the fact that the coal then moving over the Virginian was subject to the handicap of a combination of local rates which the evidence showed rendered it practically impossible for the operators on the Virginian to compete, they held that the Chesapeake & Ohio should not be compelled to loan its facilities to facilitate the construction of a competing carrier and the development of its business pending construction.

When the Virginian was completed and opened for operation in 1909 its immediate outlet for coal was to tidewater. It had built a pier at Sewells Point and was prepared to handle very much more coal business than it had for a number of years to come, and it did handle it. As expeditiously as possible the traffic department of the Virginian [fol. 633] Railway proceeded to make through routes and joint rates on all commodities, including coal, to all points southeast and northeast as far as the Virginian and its competitors, the Chesapeake & Ohio and the Norfolk & Western, can handle the traffic.

It proceeded also, the traffic department, to make arrangements for through routes and joint rates to the west on all other commodities except coal.

The coal rates to the west over the Virginian line as they now exist, are rates that reach every station including the junction points of Pemberton and Deepwater, but are made on the Virginian Railway's local distance tariffs. They are

not merely unreasonable rates—I will say, frankly, to your Honor that they are impossible rates. We hope they will remain so, and we believe we are going to show your Honor and the Commission, through you, why these rates should not be touched.

For one thing, to handle any substantial amount of coal to the west over the Virginian Railway means the building of new yards with presumably interchange facilities involving very considerable expense, and very considerable additional expense must be incurred in such improvement as can be made to the present main line tracks. The handling of this coal to the west will be expensive as compared with handling the same amount of tonnage east-bound.

This means that a considerable amount of a very considerable expenditure will ultimately be wasted, because [fol. 634] eventually when the Virginian reaches the western markets, which it undoubtedly, I think, will do some day, any outlet by way of Deepwater will be discarded and the outlet will be down Coal River from the point or near the point where the Virginian now crosses the Surveyor's Fork of Coal River.

Examiner Hunter: I think I can follow that statement a little better if I just get the geographic location.

Mr. Bell: The smaller map will show it better, Mr. Examiner.

Mr. Knight: As I was saying, your Honor, it seems clear to us that a very large part of the money that would have to be spent to handle any substantial amount of western business would be an expenditure for temporary purposes only, and therefore ultimately—and I hope not before very long; I mean, as such things go in the railway world—ultimately to be wasted. This means the diversion of money in capital expenditures if we make this temporary expenditure, or in increased operating cost if we attempt to handle additional tonnage over a track that is poorly adapted to the purpose. We think that the Virginian could expend in other directions that much with more advantage to itself and we think with much more advantage to its shippers than an expenditure made in aid of a western outlet for Virginian coal.

The Virginian has consistently tried to keep up with its job. Out budget one year with another calls for around about three million dollars. That is just in aid of keep- [fol.635] ing up our eastbound coal business and such through business as we have developed. Not all of the money that the budget calls for and that is spent can be funded and borrowed. Whether we buy cars or whether we make additions to our yards and passing tracks, and so forth, a certain amount of this money has to come out of earnings; and over a period of six years past the amount of money that had to come out of earnings has run about a million dollars a year, which is no inconsiderable amount for a small railroad.

Among other things, the Virginian has within two years past equipped itself with one thousand coal cars of 120-ton capacity each. Among the things that we have in view for the future are another thousand of these 120-ton cars. We have recently let contracts for and are about to begin construction of an additional coal pier at Sewells Point. We have but one pier there, and we want a new coal pier built to take care of additional traffic that we anticipate and for insurance against calamity to ourselves and our coal operators if any accident should happen to the present pier.

We have in mind, also, though nothing has been done on that except a preliminary estimate, electrification of a considerable portion of our territory which is going to be essential in handling economically the increased tonnage to the east. Electrification, we believe, is the best and most practical in the long run, the most economical way to achieve [fol.636] the result desired. Of course we could, as the business increases, do away with the electrification and build additional double tracks and supply additional steam motive power.

It has been the aim of the Virginian Railway since its inception to provide equipment for handling 100 per cent of the business offered to it, and we think it has done its work well under normal conditions. The business is simple, probably freer from complications, operating and others, than that of any railroad in the country.

As I have stated, approximately 90 per cent of our business is coal, and of that coal 80 per cent goes to tide. The

other 20 per cent or thereabouts, goes into the southeastern market, and some of it into the northeast, Richmond, and some to Alexandria, and so forth.

The coal that we have moved to tidewater has involved, generally speaking, except in comparatively brief times of very unusual conditions, a very quick turn-around of the cars. The return of cars has been relatively prompt as compared with the cars on other lines going west or north of the Ohio River.

The Virginian Railway feels that if it should be compelled under existing conditions to enter into the western business which, as the coal man understands and has told you and others will tell you, is capricious and uncertain, it would enter a coal market which is the most highly competitive of any in this country.

[fol. 637] The Virginian cannot, as I see it, undertake to make the same provision for equipment for this business that it has maintained in the past. The western business involves varying but nearly always long absences of cars from the home line, and anybody who undertook to thoroughly equip a railroad for handling coal both east and west would find itself inevitably in alternate periods of excess and deficiency of cars; and the Commission has of course held that it is the general average, the normal demand and not the peak demand, that a railroad must meet.

We get our loaded cars to Sewells Point in about four days of actual transportation time from the mines to the yard at the pier. We get the empty cars back from the yard at the pier at the mines in about four days. The time taken in a turn-around of our cars employed in the tidewater business is eight days thereafter plus whatever the detention is at tidewater. The detention varies somewhat with the state of the coal market and the activity of the ships and shippers. Just at the present time, recently, we are doing a round trip from the mine to tide and back again to the same mine with the car in about sixteen days.

This is probably due to a combination of facts. First, to the fact that the cars are not being unloaded at tidewater as promptly as they have been sometimes in the past; also to the fact that we are still suffering somewhat from [fol. 638] the conditions following the shopmen's strike which has never been compromised on our road but which

we feel we have gotten under control, though we have not yet gotten our equipment back to the shape that we would like to have it.

In the inland business to the southeast, which constitutes the bulk of our inland business, very little coal going north of the line, we do not make quite as good time as we do with the tidewater cars, but our cars have usually been returned from southern lines very promptly as compared with the western business and with what we have considered at nearly all times reasonable promptness. We are not getting those cars back just now as promptly as we have in the past, and I see no reason why I should not say that our equipment is being somewhat abused. We have definite information that some of the southern lines instead of following the car service rules and the contract are using the equipment on their own or on other southeastern lines instead of sending it home.

Normally the turn-around of cars going into the southeast and inland business is extremely good as compared with the turn-around of cars in the western business. That was shown in 1918, when an investigation that we made showed that the Virginian Railway had handled between one thousand and eleven hundred tons per annum per 55-ton car over a very considerable period. I think perhaps the highest figure shown was a figure of 1,100 tons per car per annum, and the lowest not much below a thousand. [fol. 639] That average showed the use of all cars including the cars out of service undergoing repairs, and so forth.

We are keeping up in a normal year reasonably to that same figure. In 1920, for instance, which was a fairly good coal year, our figure for all cars including those under repair, was 970 or 980, nearly one thousand tons handled per car that year. We have had no experience in the western business and we have no statistics of our own to guide us.

Mr. Carmalt: In 1920 you handled 1,045 tons per car.

Mr. Knight: I accept the correction with pleasure.

Mr. Carmalt calls my attention to the fact that we handled 1,045 tons per car in 1920. I evidently got the figures for some other year, perhaps 1921. We have no statistics to guide us as to western business. Our information from others, some of whom are witnesses whom we

propose to offer before you, is that a car going north or west of the Ohio may stay away from home from two weeks to six months, and it is our judgment that a conservative estimate of the average turn-around of a car in the western business would be forty to fifty days.

Examiner Hunter: Even though it comes back without being sent on another trip?

Mr. Knight: I cannot say that, your Honor. I am speaking now of the experience of the lines in the western business. It is the general belief of all of us who have any- [fol. 640] thing to do with the coal business in West Virginia that when our coal cars get out west they are greatly abused. In times of demand they are used for hauling coal from other lines. They are used in the sugar beet business and in certain other lines out west where open-top equipment is desirable in times of scarcity of open-top equipment on western lines.

I am not attempting to say what the cause is, but I understand that the results of the experience of other carriers who have for a number of years been in the western business show that as a matter of practice a car will probably not average a turn-around from mine back to mine, the same mine, in less than about forty or fifty days.

If it takes that amount of time your Honor will see that a car will haul in the western coal business only about 400 tons of coal per annum per car instead of the thousand that we are accustomed to get out of our equipment on our own line. That would be only about one-third or perhaps a little less than one-third of the business per annum that we are enabled to get with a car that is employed in the tidewater business.

So far I have spoken only of the problems that affect the Virginian Railway Company. The important interest, after all, in this proceeding and the one which the act specially enjoins shall be considered and protected is the public interest.

The public, of course, in a case of this kind consists of the producers of the commodities and the consumers, using [fol. 641] "consumers," if you please, in the broadest sense, those who indirectly get the benefits of the consumption and who are benefited by prices or a full supply of the commodity. But the public, after all, who are interested in the

transportation of any commodity, are only the producers and the consumers.

You have here before you some consumers as complainants and interveners on behalf of the complainant in this proceeding. You have here a great many more producers of coal as interveners opposing this proceeding. I believe the evidence offered by the gentlemen who have intervened in opposition to the granting of the prayer of this complaint will satisfy your Honor and the Commission that so far as the producers of coal on the Virginian Railway are to be considered as part of the public, it is not in the public interest that these through routes with joint rates be established.

I think also it will be shown your Honor that it is not in the interest of that portion of the public that is represented by the consumers directly and indirectly that those through rates be established.

It is true that if the through rates were established a substantial quantity of coal, as Mr. Tams and Mr. Jones admit, would go into the west, would go north of the Ohio. I think it might very speedily grow to more than a million tons, perhaps to two million tons. But as I have stated, [fol. 642] the Central Freight Association territory is the most highly competitive and the best supplied coal market under normal conditions or under anything but tremendously unusual and very abnormal conditions, in this country.

Generally speaking, I think it is not an exaggeration to say that the man who sends a ton of coal into that western market north and west of the Ohio River, Chicago and thereabouts, is competing with more than 300,000,000 tons of coal. No matter how high the quality of the West Virginia smokeless coals is—and we claim with our operators that it is the best coal produced in this country—it competes with other coals, practically all of them coming with a less haul and all of them coming in with more favorable freight rates except its direct competitors. Illinois coal with 10,000 or 12,000 British Thermal Units, of course, as its heat standard, can compete with our 14 or 15 thousand British Thermal Unit coal for steam purposes and for very many purposes because of its nearness to the market and its low freight rate.

So, as I say, I do not believe that two million tons of coal, even, going into a three hundred or three hundred and fifty million ton market will make any more mark on that market than I would make if I went down and stood on the Pennsylvania Avenue bridge here and spit into the Potomac River.

On the other hand, if we are right in believing, and I think it is very conservative to say, that one of our cars [fol. 643] can handle two and a half times as much coal to the eastern market, taking both our tidewater and our Virginian and Carolinas' coal into consideration—can handle two and a half times as much coal into the eastern market as the same car can handle in the western market—it means that a ton of coal off the Virginian Railway into the inland market in the west is a diversion of two and a half tons from the inland market east. That is to say, it means a ton of coal that is dropped into the inland market west and a ton and a half of coal extra that that car might have carried to the market east while it is engaged in carrying one ton of coal to the market west, or an additional ton and a half of coal.

There will be left a hole in the much smaller and much less highly competitive eastern market. I do not pretend that that would make any very great pressure on the eastern market. As a matter of fact, I think the eastern market is large enough so that the diversion of a million or two million tons of coal would not make anything more than a temporary flurry, and the hole that the subtraction of this tonnage left would be filled by other tonnage from the Virginian or other tonnage from the Baltimore & Ohio or the Chesapeake & Ohio or the Norfolk & Western or some of the other railroads producing smokeless coal. But the result would be, in my judgment, that there would be absolutely no benefit to the consuming public and it would be, I think, a real loss to the Virginian Railway and to its [fol. 644] shippers.

I think, also, that our coal people will be prepared to show that one year with another the eastern market is a very much more desirable market for the smokeless shipper, for very many reasons, than the western market.

It seems to me, and I think the Commission should and will consider this, that it is a bad policy, it is not to the interest of the operators or producers of coal to jeopardize

their established position in the better market for an occasional speculation in the inferior one.

Finally I may say, though I hope this point will not be reached, that as your Honor will remember, in the case of certain coal shippers—the Dickinson Fuel Company, I believe; I am not sure of the name—against the K. & M. and C. & O. Railway some years ago, joint rates were established on eastbound coal via Gauley and the Kanawha & Michigan and Chesapeake & Ohio Railways. I think one element that contributed to the establishment of those rates was the fact that there were already in existence joint rates on coal over those two railways, but running in the opposite direction from the C. & O. via Gauley and, I think, also via Charleston over the Kanawha & Michigan Railway. In that case, with a relatively simple proposition, with both roads at water grade in the wide valley of the Kanawha River, and all the room in the world, practically, for building facilities, with the principal assembling yard [fol. 645] of the Kanawha & Michigan Railway within a very few miles of the junction point, the Commission recognized that the through rate should not be the Kanawha district rate for which the K. & M. shippers were asking, but a higher rate.

[fol. 645] We believe that we are going to make a case that will justify a rate very substantially higher than the New River district rates which are being asked here, and we want the Examiner to address his mind to our physical and operating difficulties in the course of the hearing.

I am much obliged.

Mr. Scott: I just want to say one word, Mr. Examiner, that might relieve Mr. Knight's mind.

The Gulf Coal Company and the other coal operators on whose behalf we have intervened in this case do not feel, since their requirements are of course immediate, that they should be called upon to wait many years, perhaps, for the Virginian to open an outlet to the west. If they have serious objection to the Deepwater route, our clients are perfectly willing that the joint operating arrangements which have been started all over the district, as you see, be extended all the rest of the way throughout the District, thus giving the Virginian the opportunity to turn its coal over at Pemberton, if they want to. In other words, we are not insisting upon the Deepwater route. We mentioned

that because that would give the Virginian a long haul. [fol. 646] They may, as far as our clients are concerned, extend these joint operations throughout the whole district and thus eliminate the discrimination that we are complaining of.

I think that may relieve Mr. Knight's mind.

Mr. Carmalt: That is the issue that you raise in your Loup complaint. Am I not right?

Mr. Scott: Yes, that is it—well, no. We ask for joint through rates. We allege discrimination by reason of these joint operations, of course; but we are perfectly willing, rather than to establish the joint through rates that they extend these joint operating agreements throughout the whole district; or they may make the joint through rate via Pemberton instead of Deepwater.

Mr. Bell: But you do not ask for that as an alternative form of relief?

Mr. Scott: No, nor that they extend those joint operating arrangements throughout the whole district; but if they would accomplish the same result, we are willing that they should do it.

Examiner Hunter: We will take a recess until 1 o'clock.

(Whereupon, at 11:50 O'clock a. m. a recess was taken until 1 o'clock p. m.)

[fol. 647]

#### After Recess

(The hearing was resumed at 1.00 p. m. pursuant to the taking of a recess.)

Examiner Hunter: You may proceed, gentlemen.

Mr. Carmalt: Mr. Gore, will you take the stand, please?

W. A. GORE was called as a witness on behalf of the defendant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Carmalt:

Q. Mr. Gore, will you give your name and address to the reporter?

A. W. A. Gore, Norfolk, Va.

Q. What is your official position?

A. General Manager of the Virginian Railway Company.

Q. How long have you held that position?

A. About 18 months.

Q. Prior to that time what was your position?

A. Superintendent of the Norfolk Division about a year and a half, and Superintendent of the New River Division, the coal field, about six months.

Q. Then you became associated with the Virginian Railway property when?

A. In April, 1919.

[fol. 648] Q. What had been your experience before you came to the Virginian Railway?

A. I had been in several transportation positions, such as telegraph operator, train dispatcher, chief train dispatcher, trainmaster, and superintendent of different roads, a few of which are the Union Pacific, the Lake Erie & Western, the Illinois Central, and the Seaboard Line Railway.

Q. Your experience in transportation matters has extended over how long a period?

A. About 30 years.

Q. That, I take it, has been your life work, entirely in transportation work, in railroad operation?

A. Yes, sir.

Q. Mr. Gore, in your operation of the Virginian Railway, is it or is it not the fact that that railroad has been constructed for operation eastbound?

A. Yes, sir.

Q. Will you point out for this record the larger items of expenditure that have gone to reduce the operating costs to a minimum in moving the traffic eastbound?

A. From Clark's Gap east to tidewater, in constructing the road they have tried to hold to a river grade.

Q. Clark's Gap is the summit over which the coal passes going east, the highest point on the railroad?

A. Yes, sir. And they have provided heavy pusher [fol. 649] power service to move the coal after it is assembled at Elmore, up to the top of Clark's Gap Mountain, a distance of about 14 miles.

Q. Have the tracks and the tunnels for the movement been enlarged to take care of it in an efficient manner?

A. It is for very large engines.

Q. And double-tracked?

A. Part of the way Clark's Gap Mountain has been double-tracked to tidewater, and they have double track from Sewells Point out westbound to about the south branch of the Elizabeth River.

Q. And that has been completed within the time that you have been with the railroad, as I understand it, in large part?

A. A large part of it, yes, sir.

Q. That is to say, particular sections of the Clark's Gap hill and the tunnel were under construction, and finally it was all connected up as a double track proposition to the top of the hill and through the tunnel, since you came with the property?

A. Yes, sir.

Q. The coal, as I understand you, for the most part, originates west of Elmore?

A. Yes, sir.

Q. And at Elmore you assemble the coal from the mines [fol. 650] into road trains and move it from there to what point?

A. To Princeton.

Q. And from Princeton east, as the road has been constructed, and developed, what is the train capacity of that section of the road?

A. That depends on the class of the power used. At the present time, from Princeton to Roanoke, we can and do handle trains, dead weight of around 8,000 tons, and by using a smaller engine from Roanoke east, it runs around a dead weight train of 7,000 tons.

Q. Speaking in terms of cars, what does that mean?

A. About 100 cars.

Q. About a 100-car train?

A. Per train.

Q. Is it or is it not calculated that the operation of long, heavy trains in handling coal traffic tends to minimize the transportation operating costs?

A. Yes, we believe it does.

Q. And it brings to the very minimum the cost at which the longer road haul can be made, in large trains?

A. Yes, sir.

Q. How far is it from Princeton to the Sewall Point pier?

A. About 340 miles.

Q. So that for 340 miles of the road the railroad is equipped to handle 100-car trains of coal?

[fol. 651] A. Equal to 100 cars, of say 50-ton capacity.

Q. In the development of that efficient handling east-bound, what has been the policy of the Virginian Railway in the purchase of its car equipment? You speak of the equipment of 100-car trains. Will you state for the record what has been the policy in the acquiring of new cars for the movement to Sewalls Point?

A. They have some cars of 50, 52, and I believe some of 55 ton capacity, but the last equipment purchased was of the 109-ton, net ton capacity, coal-carrying cars.

Q. 109 tons of coal, in one car?

A. Approximately that, yes.

Q. Is that a type of car that can be handled over a railroad doing a general business east and west and interchanged with other railroads to any great extent?

A. No, connections will not accept those heavy cars.

Q. They are not accepted by any of your connections for handling any commercial business?

A. No, sir.

Q. And they have been purchased by the Virginian Railway solely with a view to the economical transportation of coal from the mines to tidewater?

A. Yes, sir.

Q. In the development of the Eastern business from year to year, Mr. Knight in his opening statement spoke of certain additions and betterments that were normally to be [fol. 652] made to the property along the line of this double-tracking of Clark's Gap hill that you have spoken of in the past. Won't you state for the record what projects are underway, and under consideration for the development of the eastbound movement, in an economical fashion?

A. The electrical companies' engineers are now making an investigation for the purpose of equipping the road a part of the way so that we can operate with electric motors instead of steam power, and in addition to that, the company has arranged to build a new pier at tidewater, Sewalls Point.

Q. Just how far does the electrification that is under contemplation extend?

A. I do not believe it has been definitely decided whether it will go from Elmore to Princeton, a distance of about 35 miles, from Elmore to Roanoke, a distance of about 130 miles.

Q. That is one of the matters that the engineers are now considering, in making their estimates of this electrification?

A. I understand so.

Q. If the electrification is made of the property in either of those instances, will that release steam power for use in hauling trains and assembling coal?

A. I would say yes; just how much, I do not know, but it [fol. 653] would be a very large percentage of the power now being used between those points.

Q. That would be utilized in what way if it were released?

A. It would be used to handle heavier trains east of Roanoke. That is, we could increase our train haul east of Roanoke by using some of the heavy power now in use between Elmore and Roanoke, and that would release smaller engines on the road east of Roanoke to go into switching service and mine work west of Elmore.

Q. Do you estimate that you are going to need additional power in the business of the electrification to move the natural increase of tonnage eastbound?

A. Yes, sir.

Q. And the traffic officials have estimated that the normal increase to be expected in the next few years eastbound would be about 2,000,000 tons, as I understand it. Have you made any estimate of the necessary additions to the power and the equipment that will be necessary in the normal course of business to provide transportation for that additional tonnage, eastbound?

A. Offhand, I would say that we would need in the neighborhood of 15 or 20 engines additional to take care of the 2,000,000 ton increase eastbound.

Q. And how many cars?

A. I should say from 1,000 to 1,500.

[fol. 654] Q. And that will be necessary if there is an increase of 2,000,000 tons eastbound, to take care of the traffic that will then be offered to the road?

A. Roughly speaking, I would say yes.

Q. Will you state what, generally, is the condition of the road? You have spoken of its capacity to carry large tonnage trains east from Elmore. What is the condition of the property of the Winding Gulf Branch and other coal-loading branches?

A. The light movement, that is, the empty car movement is up-grade, up the Winding Gulf Branch. The loaded movement is on the down-grade, and so our hauling capacity of loads eastbound is very great.

Q. And the branch lines are equipped only as branch line operations, I take it?

A. Yes. There are very few passing tracks or any provisions of that nature.

Q. A substantially properly developed branch line railroad, but, is it proper for use in hauling heavy tonnage trains for main line hauls?

A. You mean the Winding Gulf?

Q. The Winding Gulf and the Stone Coal and the other branches on which the coal originates?

A. No, it is not equipped for heavy hauling in both directions.

[fol. 655] Q. They have heavy curvatures?

A. Yes, from 1 to 16 degree curves.

Q. What is the junction of the Winding Gulf Branch with the main line?

A. Mullens or Gulf junction.

Q. Then the condition of the railroad leading from Mullens, as I understood you, is perfectly equipped for branch line hauls, and the assembling of the coal down to the main line, but not of main line proportions, in its development. That is true of the branch lines, isn't it?

A. Yes, sir.

Q. Is or is not the same thing true of that part of the main line that extends from Mullens to Deepwater? How does that part of the track as it is now used for the handling of business compare with the track on the Winding Gulf and other branch lines where the coal originates?

A. I think it is more difficult to operate the piece of track between Mullens and I assume, Deepwater.

Q. Deepwater.

A. Deepwater, than the Winding Gulf or the branches leading off the Winding Gulf.

Q. The profile map that has been introduced indicates that there are a number of grades to go over in passing from Mullens to Deepwater. Will you state what those are, in order to identify them?

[fol. 656] A. Yes, sir.

Mr. Scott: May I have that question?

(The Reporter read the question as above recorded.)

The Witness: Do you want it in both directions?

By Mr. Carmalt:

Q. No; moving westbound.

A. Moving westbound it is gradually up-grade from Gulf Junction to Jenny Gap.

Q. Is it at Jenny Gap that you go over the Hotchkiss Mountain?

A. Yes, sir.

Q. What is that distance?

A. About 15 miles. Then the next grade is from around Harper, say from Surveyor to Harper. That is about 15 miles. And then the next grade starts about Lively and goes to Silver Gap. That is about 6 miles. Then it is down-grade from Silver Gap to Deepwater, and the road is very crooked from Oak Hill Junction to Deepwater. There are many curves. I think there are about 30 curves of 10 degrees or more. I think they run up as high as 17 degrees, quite a few of them.

Q. Mr. Tams has given it as his estimate in this case that if the joint rates are established going west through Deepwater that there would be a normal movement of about 1,000,000 tons of coal a year, going west. Our own traffic department estimates that the movement to be expected in [fol. 657] the immediate future would more nearly approximate 2,000,000 tons, as I understand it. Is that the fact?

A. That is what our traffic department has given me.

Q. You have made certain estimates, based on that assumption that there would be approximately 2,000,000 tons moving west, have you not?

A. I have.

Q. Are the track facilities at the present time such as to permit the movement efficiently of 2,000,000 tons west from

Mullens to Deepwater and interchanged there with the Chesapeake & Ohio Railway?

A. I think not.

Q. Have you made an estimate of the additional facilities that should be provided in order that traffic there might be handled in an efficient manner westbound to Deepwater?

A. Yes, sir.

Q. Have you copies of that there, Mr. Gore?

A. Yes, sir.

Mr. Carmalt: We should like to introduce this in evidence, Mr. Examiner, as Defendants' Exhibit No. 24.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 24, Witness Gore," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Mr. Gore, as I understand it, the figures that are shown [fol. 658] on this exhibit are the figures which have been given to you by Mr. Traugott from the engineering department?

A. The amounts, you mean?

Q. The amount of money involved in making the improvements.

A. Yes, sir.

Q. And you have indicated the additional facilities that must be provided to put the track in condition to haul the 2,000,000 tons of coal west, efficiently?

A. Yes, sir.

Q. Won't you take up those projects and state the reason for them, and such other facts as you may deem necessary, showing the necessity for each of these developments?

A. Starting at Elmore?

Q. Yes.

A. I feel that we will need additional locomotives, and a consequent increase in the number of roundhouse stalls to take care of these locomotives at Elmore, and I asked for five additional stalls in the roundhouse at that point.

Q. In that connection, how much additional power have you estimated will be necessary to move 2,000,000 additional tons westbound from Mullens to Deepwater?

A. To move 2,000,000 tons I estimate that we should have at least 12 additional engines for road and yard service.

Q. And with the additional engines you would need some [fol. 659] additional caboose cars, I assume?

A. Yes, sir, about eight.

Q. The car equipment we can consider later, but this development of the enginehouse facilities at Elmore is based on additional power consisting of 12 engines, as I understand you?

A. Yes, sir.

Q. Additional tracks are needed in the Elmore yard, you suggest. Will you state why?

A. From Gulf Junction to Elmore, I estimate we would have to have a track capacity to take care of about 200 cars. That would be taking care of the loads and empties that would have to be handled, loads westbound and empties coming in from the west.

Q. That is the second item on your list, but you need some additional tracks in the Elmore yard, as I understand it.

A. That takes care of the situation. Elmore yard and Gulf Junction—

Q. (Interposing.) It is taken care of in the first two items?

A. Yes, in the Gulf Junction item. The west end of the present yard is just about—the present Elmore yard is just about one mile east of Gulf Junction, and these two tracks I figure would extend from Gulf Junction west—east to the west end of Elmore yard.

[fol. 660] Q. In that connection, is it or is it not true, and I will digress from this exhibit for the moment to get at this proposition, that the mine layouts throughout the region served by the Virginian Railway are set for an eastbound movement?

A. Yes, sir.

Q. And if there comes about an important westbound movement, will it or will it not be necessary to efficient operation that the mine track layouts be revised?

A. Quite a few of them would have to be revised in order to make it either economical or satisfactory.

Q. That would be especially true of the main line mines west of Mullens, would it not?

A. Several of them, yes, sir.

Q. And also of the main line mines east of Mullens, or some of them?

A. Well, yes, two or three, I would say would have to be rearranged east of Mullens.

Q. So that the whole operation is based with the intent and purpose of an efficient movement eastbound?

A. Yes, sir.

Q. We will return to this westbound movement and take up the third item shown on Exhibit No. 24, Virwest. Will you explain that?

A. That is a track that I feel would be necessary in order [fol. 661] to handle loads westbound from that junction.

Q. There is a junction at Virwest?

A. With the Virginia & Western Branch of the Virginian Railway.

Q. And the next item is Jenny Gap. That is at the summit going over Hotchkiss Mountain, as I understand it.

A. Yes, sir, to provide a passing track and additional assembling or storage yard room.

Q. And at Harper.

A. The summit is at Harper.

Q. That is at the top of the next grade, is it?

A. Yes, sir.

Q. Pax is a junction with the Kanawha, Glen Jean & Eastern Railway, is it not?

A. Yes, sir.

Q. And at that point it will also be necessary to build some additional track room for the movement westbound?

A. Yes, sir. That is an eastbound situation there.

Q. That is wholly an eastbound situation at that junction?

A. Yes, sir.

Q. The tracks are so arranged?

A. Yes, sir.

Q. And at Long Branch, what condition exists there that makes necessary the addition of another track?

A. To take care of the westbound movement.  
[fol. 662]

Q. Is that a junction, too?

A. No. That is the Long Branch Coal Company's location.

Q. And at Lively.

A. That is to provide additional passing track facilities, meeting and passing the trains.

Q. It is all single-track railroad, as I understand it, from Mullens to Deepwater, and it is necessary, in order to carry a balanced load in each direction that there must be more passing tracks?

A. That is right.

Q. At Silver Gap you have estimated new track to hold 75 cars. That is against at a summit, is it not?

A. Yes, sir, and for the same purpose as at Jenny Gap.

Q. Oak Hill Junction is where one of the branch lines leaves the main line?

A. Yes, sir, the White Oak Branch.

Q. The White Oak Branch?

A. Yes, sir.

Q. Is that junction now on an eastbound basis, organized for an eastbound movement?

A. No, but it won't have to give us storing and switching room for movement in both directions.

Q. The track layout of that branch is now to handle both an eastbound and westbound movement?

A. It could be so handled provided tonnage was light, [fol. 663] but we are very frequently up to our capacity eastbound, now.

Q. At Lick Fork.

A. That is to provide westbound movement.

Q. That is again, at a junction?

A. No, that is the Lick Fork Coal Company.

Q. The Lick Fork Coal Company?

A. Yes.

Q. Ingram Branch.

A. The same as at Lick Fork.

Q. And Hamilton.

A. That is to provide additional passing track room for meeting and passing of trains.

Q. Is that again at the summit?

A. No. On a down-grade westbound.

Q. Page, that track layout is for eastbound movement?

A. It is a small yard and you could operate either east or west out of there.

Q. But it is lacking in capacity to handle this additional traffic?

A. Yes, sir.

Q. And at Robson.

A. That is to provide additional passing track room for meeting and passing trains.

Q. We will, for the moment, pass the Deepwater proposition, and I will ask you what the item is "Strengthening of bridges"? Does that mean the entire way from Mullens to Deepwater?

[fol. 664] A. That is from Meben to Deepwater. That is so that heavier power can be safely used over the present structures.

Q. It will be necessary to use heavier power if you are to handle efficiently any such tonnage as it has been estimated will move?

A. I calculate so.

Q. And that necessitates the strengthening of all the bridges in that intermediate space from Mabon to Deepwater?

A. Yes, sir.

Q. From Mullens to Deepwater you have the necessary enlargement of tunnels to standard section. What do you mean by that?

A. To provide a wider space through which the engines can pass in these tunnels.

Q. Can pass one another, or can pass through the tunnel with heavier power?

A. No, singly, with heavier power.

Q. That does not contemplate any double-tracking of those tunnels. It is merely to take care of the heavier power that would be necessary to move the tonnage of this character?

A. Yes, sir.

Q. From Page to Deepwater, you have an estimate for increase in the weight of the rail. What rail is in there now?

A. 85-pound.

Q. 100-pound rail is necessary in order to put it in the same condition as the line east of Page?

[fol. 665] A. Yes, sir.

Q. At Deepwater will you state what facilities are there now for handling the interchange of traffic with the Chesapeake & Ohio Railway?

A. We have a main line and two tracks paralleling the main line that will take care of about 100 cars.

Q. One hundred cars?

A. Yes, sir, and that capacity now is taken up with our ordinary interchange that is being conducted today at that point.

Q. That is, the class and commodity traffic that is being handled through there now?

A. Yes, what we term time freight.

Q. And that is entirely taken up with the present movement through there of the general traffic?

A. It is frequently congested.

Q. Is it considered adequate now for the general traffic—it does take care of it?

A. Well, it is barely adequate.

Q. It has just about reached its capacity?

A. I should say so, yes, sir.

Q. What is the contour of the country right there at Deepwater, Mr. Gore?

A. It is in the Kanawha Valley.

Q. Is your track in the Kanawha Valley?

[fol. 666] A. Yes, sir. It is on the north side of the Chesapeake & Ohio main line, I would say, and up against the mountain.

By Mr. Avis:

Q. You meant the south side, didn't you?

A. Probably the south side. Our tracks are laid right close to the foot of the mountain.

By Mr. Carmalt:

Q. Is there any space between your tracks and the Chesapeake & Ohio tracks to enlarge and put in additional tracks?

A. Not naturally. It would have to be excavated by steamshovel or some other method, to get additional track room.

Q. Does your line come down through a broad country there that you can readily branch out at any point to put in a yard that would be sufficient?

A. You mean the main line from Page down to Deepwater?

Q. Yes.

A. I follows what is known as Loup Creek, I think, and we have a very curvy railroad.

Q. Is that a wide valley?

A. No; narrow. A large part of it is taken up by the creek bed, and from Page to Deepwater we have in the neighborhood of 30 curves of 10 degrees and over. The stiffest one I think is about 17 degrees.

Q. What enginehouse facilities have you there?

A. Nothing in the way of other facilities than the tracks that I mentioned.

[fol. 667] Q. Your trains run down there from where; from what point?

A. The passenger trains run from Roanoke and Princeton to that point, and then we have a shifter service between Page and Deepwater that we use in small engines to handle this commodity freight that is now delivered to us, or that we deliver to the Chesapeake & Ohio.

Q. That movement is more or less of a switch movement from Page to Deepwater and the engines go back to Page for housing?

A. Yes, sir.

Q. You could not handle a heavy tonnage in that fashion?

A. No; we could not begin to handle anything like the tonnage they calculate on going west, in this same manner.

Q. So that you have set down as one of the requirements, enginehouse facilities at Deepwater.

A. Proper terminal facilities, which includes round-houses and track—

Q. (Interposing.) Coaling stations, water supply station, track scales and additional tracks to hold 400 cars, you have listed here, haven't you?

A. Yes, sir.

Q. You believe, as an operating man familiar with this property, that all of those improvements will be necessary to properly provide for the interchange of 2,000,000 tons of coal westbound to the Chesapeake & Ohio at that point?

[fol. 668] A. That is my judgment.

Q. You have spoken of the track layout at the mine tracks, or several of the mine tracks being congested for an eastbound movement. That is true at most of the junction points of the branch lines with the Virginian Railway, as I understand it, also, isn't it?

A. Yes, sir, generally.

Q. But, as an operating proposition, where do you make your first classification of the coal, under the present operation?

A. We make the first classification of the coal under the present operation at Elmore.

Q. That is to say, you send an engine into the field that takes its empties and distributes them, and gathers up the loads, and all that it has to do is to pull what it can haul behind it into Elmore?

A. Yes, sir.

Q. And there the classification is made, such as is necessary?

A. Yes, sir.

Q. How much classification is necessary in Elmore, when the haul of coal is destined eastbound?

A. There is not a great deal except where cars are found to be bad order or where we have sufficient power to increase the number of cars out of Elmore over what came [fol. 669] into Elmore, and making solid trains of a greater number of cars for the movement east.

Q. And that is the simplest kind of a classification movement that is known, I take it?

A. Yes, sir.

Q. You have mines west of Mullens, as well as east, have you not?

A. Yes, we have mines both east and west of Mullens.

Q. And it would be the natural thing for those mines to ship both east and west if there were joint rates in both directions?

A. Yes, sir.

Q. Would that serve to make it necessary to classify the coal for east and westbound movement at each of those mines?

A. Yes, generally speaking, it would.

Q. Either that or pull them into a classification yard, and there make the classification?

A. Yes, sir.

Q. And ordinarily where there is a branch line haul involved it would be necessary to make that classification at the junction with the main line, would it not, or what would your plan be in handling that classification work?

A. Well, it would depend on your grade conditions whether or not you could do it more quickly at the mines or [fol. 670] bring it in to one central point and avoid, of course, cross-haul back-haul.

Q. That is to be avoided as far as possible in every case?

A. Yes, sir.

Q. But a certain amount of back-haul is necessary when you get your operation as complex as that would be?

A. It would be, more or less, yes, sir.

Q. Would that sort of a development of the operation tend to slow up the movement of traffic eastbound?

A. I think it would.

Q. And whatever rate of progression you could make eastbound would be about the measure of your movement westbound, as I take it?

A. You would either meet with that condition, or provide facilities necessary to overcome it.

Q. But even with the additional facilities west of Mullens or west of Elmore, it would be necessary to slow up the traffic to a certain extent, would it not?

A. Yes. The more trains that you would have working or making straightaway runs, it would necessarily slow down your movement.

Q. That estimate that you have put in here is your best judgment of the handling of this traffic in as efficient manner or as nearly efficient manner as it can be handled westbound?

A. I think so.

[fol. 671] Q. And you think if you had the facilities that you have here asked for, that you would be able to operate the railroad with the same efficiency to the west that has been developed eastbound to Princeton?

A. Over that particular piece of track it would be hard to operate a heavy movement in both directions as satisfactorily as you would in one direction, and it is bound to be harder to perform the westbound service than eastbound, because our natural——

Q. (Interposing.) Than the present eastbound, you mean?

A. That the present eastbound, I mean, yes; our present eastbound movement.

Q. As I understand it, the grade up Clark's Gap hill is, in itself a steeper grade than anything you would encounter going west?

A. It is a little bit steeper.

Q. Then, in your last answer you made some reference to these grades moving in both directions. Why would it be any more expensive to move westbound than under the present eastbound movement, where you are going up Clark's Gap hill, a higher hill than you have going westbound?

A. On account of the additional facilities necessary to be provided for the movement up to Clark's Gap, which takes in double track, and you will not interfere with the westbound movement very greatly because it is on a separate [fol. 672] track.

Q. There is a very light westbound movement, under the present operation in that section?

A. Yes. The tonnage is practically all empty, and is more easily handled than the loaded tonnage.

Q. You have here another list of additional equipment and facilities required in the handling of this movement westbound. Did you wish to enlarge upon that, or is that sufficiently covered in the previous statement?

A. This statement, with the cost, is sufficient, except in this westbound movement I calculated we would have to have some additional track laborers and telegraph operators to take care of the increased movement between Elmore or Gulf Junction and Deepwater.

Q. That is to say, that section of the road from Mullens to Deepwater is now maintained in the same manner that you maintain your branch line roads?

A. Yes, sir.

Q. And in order to put it up to the standard of main line maintenance it would be necessary to increase the maintenance cost there, relatively, also?

A. Yes, sir. Over part of the line, from, I would say, Oak Hill Junction to Deepwater, is where we would have to put on the additional track men and then the telegraph operators would have to be added all the way from Gulf [fol. 673] Junction to Deepwater.

By Mr. Knight:

Q. From Gulf Junction to Deepwater?

A. Yes.

By Mr. Carmalt:

Q. In that connection, there has been prepared to be introduced by a witness at a later time, another witness, an estimate of the cost per ton of handling coal, eastbound from the mines to Princeton. You have seen that estimate, have you not?

A. Yes, sir.

Q. And that estimate has been based on the present facilities and the present operation from the actual experience of the operation as you understand it, has it not?

A. I understand it was built on those facts.

Q. That estimate also figures what it would cost with the same facilities to move that tonnage westbound from the mine to Deepwater. That is based on the experience in handling the traffic to Princeton and differs from the handling to Princeton only in the greater haul between Elmore and Deepwater over the haul from Elmore to Princeton. That is your understanding of the way that estimate has been made up, is it not?

A. Yes, sir.

Q. With the cross currents of traffic that will be introduced by the movement of heavy tonnage westbound, is it or is it not your judgment that the Virginian Railway will be [fol. 674] able to continue to handle traffic as cheaply as it would from the mines to Princeton?

A. I see no reason why they should not continue. In other words, I do not know of any reason why the cost should increase over our present method.

Q. If the facilities are furnished to handle the westbound traffic in the same way as they are to handle the eastbound. Have you in making that answer considered this question of the slowing up of the traffic that you have indicated?

A. I possibly did not understand your question. I thought you were talking about handling the tonnage eastbound, increased tonnage.

Q. I so put the question. It is my understand from your testimony that if you brought in this cross current

movement from all of the mines on the Virginia Railway it would tend to slow up the traffic, both eastbound and westbound.

A. Yes, sir.

Q. And it is my impression if that were true it would tend to increase the present cost of moving traffic eastbound as well as westbound.

A. I think it would.

Q. That, of course, you are unable to make any definite estimate of until you have had the experience, I suppose?

A. That is right. I would not like to pass on it until after [fol. 675] I have had a trial at the movement.

Q. I am not sure that I asked you, Mr. Gore, whether you had made any definite estimate of the amount of additional power that would be necessary to move this traffic, to move the natural increase of traffic westbound to the extent of 2,000,000 tons.

A. Yes, you asked me.

Q. I believe you said between 15 and 20 engines?

A. Yes, and I ought to add to that about 8 or 10 caboose cars—ten additional caboose cars.

Q. You did mention the number of coal cars necessary?

A. Yes, sir.

Q. To move 2,000,000 tons of coal westbound.

A. Yes.

Q. And without getting into a dispute with Mr. Williamson as to who should furnish them, how many cars do you estimate it would be necessary to employ, additional cars, to handle the tonnage westbound, to the extent of 2,000,000 tons?

A. Basing it on my understanding of the number of days it takes coal cars to go to the western market and return to the mine, I should figure that we should have at least 5,000 additional 50-ton coal cars to take care of the 2,000,000 tons westbound over our line through Deepwater.

Q. I think you said that to move the same tonnage eastbound, under the present investment and development of [fol. 676] the road, it would require 1,000 of the 109-ton cars?

A. Yes, sir, or 1,500, I believe; 1,000 to 1,500 cars.

Q. 1,000 or 1,500 cars of the 100-ton capacity?

A. Yes, sir.

Q. Mr. Gore, you have had long experience on a good many railroads. Have you prepared a statement to show the net tons handled per car owned by the Virginian Railway in a series of years?

A. I have had it prepared, yes, sir.

Q. Has it been prepared by your car accountant's office, which is immediately under your supervision?

A. Yes, sir.

Mr. Carmalt: Mr. Examiner, I would like to offer that in evidence as Defendants' Exhibit No. 25.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 25, Witness Gore," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. As I understand this statement, it has been prepared by showing the total net tons that were handled by the railroad and the average number of cars in each year, dividing the first figure by the latter, and developing the number of tons handled per car owned per annum?

A. Yes, sir.

Q. And that shows for 1917, the figure of 1,072 tons per [fol. 677] annum, and varies, again reaching nearly that figure in 1920, 1,045 cars. Will you say why it fell off in 1921 to 742 cars?

A. Well, on account of the tonnage being hauled dropping nearly 1,500,000 tons.

Q. There was no coal market during that year for a substantial part of that year, as I understand it, and the total tonnage handled fell off with the consequent reduction—consequent increase of the idle time of cars?

A. That is right.

Q. And coming at the same time, it is noted that there were 900 additional cars put on the railroad.

A. Yes, sir.

Q. Have these cars owned been reduced here to the unit of 50-ton capacity?

A. No. They are caried as a single unit.

Q. I wonder if that is quite—it must be so. Then each car, whether it be a 109-ton car, or a 50-ton car or 70-ton car, is carried as a car?

A. Yes, sir, a single unit in this statement.

Q. As a single unit in this statement?

A. Yes.

Q. Was that increase in the number of cars owned in that year of 900 odd cars wholly of the 109-ton cars?

A. Yes, sir.

[fol. 678] Q. In the first six months of 1922 you showed, as the exhibit was originally prepared, a tonnage of 452 tons per car. That, however, was an erroneous figure, as applied to the heading that is on the exhibit?

A. Yes, sir.

Q. You have now changed that figure to 904, assuming, I take it, that the net tons handled in the first half of the year will be duplicated in the second half of the year?

A. Yes, sir.

Q. So that this movement in the first six months was at a yearly average rate of 904 tons per car?

A. Yes, sir.

Q. That figure of 904 tons per car, has that been influenced at all by the coal strikes or the shopmen's strike? This is the first six months. I do not suppose the shopmen's strike had any particular bearing on it, did it?

A. Well, I would say no, it did not, because the shopmen's strike took place the first of July.

Q. Did the coal strike have some effect on it, do you think?

A. I believe it did.

Q. Tending toward a reduction in the number of tons handled, and therefore inefficiency in the use of cars?

A. I do not know whether you would term it the coal strike, but the tonnage was not offered.

Q. You have some experience on the Virginian Railway [fol. 679] of cars being detained by other railroads, have you not?

A. Yes, sir.

Q. You turn over cars in this movement that has been spoken of to the Southeast, and to Virginian Railway inland movements, cars to the Southern Railway at Alta Vista, the Seaboard Air Line at Alberta, and the Atlantic Coast Line at Jarratt?

A. Yes, sir.

Q. Those are the junction points?

A. Yes.

Q. Have you prepared an exhibit showing the number of days that cars have been detained by those railroads off your line?

A. I have had one prepared, yes, sir.

Q. That, again, has been prepared by the car accountants' office?

A. Yes, sir.

Q. And covering what period?

A. July, 1920, to December of the same year; the entire year of 1921, and from January, 1922 to June in the same year.

Q. In making this statement I note that there are 20 cars in each case in each month for the Southern and for the Seaboard Air Line, and 10 cars for the Atlantic Coast Line. Do you consider that the selection of the cars indicates a [fol. 680] representative delay on those lines?

A. Yes, sir, we took those cars, the numbers at random.

Q. Just traced particular cars?

A. Yes, sir.

Q. Without selecting the time they were delayed, or doing anything but trying to get at the average detention on the other line?

A. Yes, sir, that was the instruction and intention.

Mr. Carmalt: I offer that in evidence, Mr. Examiner, as Defendants' Exhibit No. 26.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 26, Witness Gore," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. This exhibit shows for the last six months of 1920 an average detention of 17.9 days off the line. Was that or was it not in a comparatively active coal market?

A. If recollection serves me correctly, it was very active.

Q. In the following year, for the calendar year of 1921, that average detention off line was reduced to 11.7 days. Is it your recollection that was an active coal market throughout the year of 1921?

A. Inactive as to the coal market, but very active on account of the railroads trying to get cars that did not be-

[fol. 681] long to them back to the home road, to get away from the per diem charge.

Q. You mean that that was then an inactive coal market, and an active transportation period?

A. I would term it so, yes.

Q. In other words, in a period of an inactive market, when each railroad is seeking to improve its tonnage, and has a surplus of equipment, there is an unusual effort made to get the cars returned to the home line?

A. Yes, sir.

Q. Is that a normal practice among the railroads?

A. It has always been so, according to my recollection.

Q. So that in periods of an active coal market, the car detention off line is almost invariably greater than it is in times of an inactive coal market?

A. Yes; they are off the home line usually a much greater number of days less than when coal is active.

Q. Again stating it in another way, whenever there is a shortage of equipment period, a car would be off of the home road more than it is when the coal market is inactive?

A. Most cars are so treated.

Q. You found that reflected in the treatment that the cars received in each instance?

A. Yes, sir.

Q. Have you prepared for the same period a statement [fol. 682] that will include the delay off line, but will also show the average detention on the Virginian Railway?

A. Yes, sir, for those three particular Virginian points, Alta Vista, Alberta and Jarratt.

Q. Those are the junction points at which you now interchange the most freight with other railroads?

A. Yes, sir.

Mr. Carmalt: I wish to offer that in evidence, Mr. Examiner, as Defendants' Exhibit No. 27.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 27, Witness Gore", and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Exhibit No. 27 you have arranged so as to have the first sheet show the average delay of Virginian coal cars

from mines to Sewalls Point and return, including the delay at Sewalls Point.

Sheet 2 is the average delay of Virginian Railway cars from mines to Jarratt, including the delay off line.

Sheet 3 is a statement showing the average delay from mines to Altavista, including delay off line.

And sheet 4 shows the average delay off Virginian Railway mines to Alberta.

A. Yes, sir.

Q. Mr. Gore, these statements that you have had prepared show, on sheet 1, the average delay of Virginian Railway coal cars from mines to Sewalls Point, the delay at Sewalls Point, and the delay Sewalls Point to mines, and from mines to Sewalls Point and return, including the delay at Sewalls Point. In other words, you have there in the heading set out each of the details that are shown for each of the periods below, and that indicates the average movement in 1920 from the mines to Sewalls Point of  $3\frac{1}{2}$  days, the delay at Sewalls Point,  $1\frac{8}{10}$  days, delay from Sewalls Point to the mines of  $2\frac{8}{10}$  days, or a round trip from July to December, 1920, of  $8\frac{1}{10}$  days.

A. That is right.

Q. Similarly, in 1921, the statement shows a round trip of 11 days. In the first six months of 1922, a round trip of  $10\frac{1}{2}$  days.

A. That is right.

Q. Or, for the whole period from July, 1920, to June, 1922, the average movement has involved a turnaround of  $10\frac{1}{10}$  days?

A. Yes, sir.

Q. That is the experience on the Virginian Railway in efficient car handling, with the eastbound movements?

A. Yes, sir.

By Examiner Hunter:

Q. Is that based on the cars in actual movement, or is it based on the total number of cars owned?

[fol. 684] A. Just a certain number of cars taken at random, as we did in all of these statements, to the connections.

By Mr. Carmalt:

Q. Actual movements of specific cars?

A. Yes, sir.

Q. And that selection was taken to show representative movements?

A. Yes, sir.

Q. Movements not unusually delayed or not unusually quick in handling?

A. The clerk who got it up did not know for what purpose it was being used, and was asked just to take a certain number of cars at random.

Q. Just representative of typical cases of movements?

A. Yes, sir.

Q. On the next page you show—

A. (Interposing.) What sheet is that—what junction is that?

Q. Jarratt.

A. All right.

Q. That is compiled in the same manner, I take it?

A. Yes, sir.

Q. Except that the detention at the various stages is from the mines to the junction, from the junction to the mines, and the delay off line.

A. Yes, sir.

[fol. 685] Q. And in every instance the delay off line is greater than the entire movement on line?

A. Yes, sir.

Q. And the average for the whole period for the turn-around is 21.9 days. That is more than twice the detention on the car movement to Sewalls Point and return?

A. Yes, sir.

Q. Substantially the same figure is shown by Sheets 3 and 4, being the interchange at Altavista and at—

A. (Interposing.) Alberta.

Q. Alberta. Is that not the fact?

A. Yes, sir.

Q. Then, it is your opinion, based upon these figures, that confirms your previous statement that the delay off line is the delay over which you have no control, and becomes longer in times of car shortage than in normal movements, with an active coal market?

A. Yes, sir.

Q. An inactive coal market, I should say.

A. Yes, sir.

Q. Mr. Gore, have you prepared a statement, or had prepared a statement by your car accountants' office showing the average miles per car per day for a period of years, of the Virginian Railway cars?

A. Yes, sir, for the year 1920, 1921, and to September of [fol. 686] 1922, and in that same statement we show the average number of foreign coal cars on the Virginian Railway rails.

Q. And the average number of Virginian Railway cars off line?

A. Yes, sir; bad order and off line.

Q. The column reading "Average B/O" means "average bad order cars"?

A. Yes, sir, monthly average.

Q. So that with the very limited interchange you had in 1920, there was a large number of your cars off line. Will you indicate why that was?

A. In 1920?

Q. Yes.

A. In the early part of the year we had a rather large number of our cars off line.

Q. Who was operating the railroad in the first two months of that year?

A. The Government—the Railroad Administration.

Q. What had happened to the cars, generally?

A. They had, under a pooling system, gotten scattered all over the country.

Q. They had forgotten ownership, and distributed the cars wherever there was a demand for cars, whether they were Virginian Railway cars, or Pennsylvania Railway cars, etc.?

A. Largely that way, yes, sir.

[fol. 687] Q. In January, 1920, it had reached the figure of thirty-two hundred odd cars out of a total of seventy-three hundred off line?

A. Yes, sir.

Q. Will you show, or will you first say when it was that the home routing of cars rule was restored?

A. Right after March 1, 1920.

Q. Then the American Railway Association put in the rule for the home routing of cars again that had been in effect prior to the war?

A. Yes, sir.

Mr. Carmalt: I will offer this exhibit in evidence, Mr. Examiner, as Defendants' Exhibit No. 28.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 28, Witness Gore," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Will you indicate, Mr. Gore, from the exhibit how long it took you to get a reasonable number of your cars back on the line when they had once been scattered?

A. Nearly a year. It dropped from 3,200 in January, 1920, to 1,581 in January, 1921. February, 1921, it dropped to about 900, and in 1922, January—

Q. (Interposing.) Let us see. One more month, in [fol. 688] March, 1921, it dropped to 595.

A. To 595.

Q. And remained substantially at that figure constantly from that time on until June, 1922, and then what happened?

A. In June, 1922, our inland business increased very largely, and quite a few of our cars then started off line in taking care of this increased inland business.

Q. And from that time on, did you have any difficulty in getting the cars back to the line?

A. We have had considerable difficulty, in some directions.

Q. Will you indicate what you have done in this period from June until September in endeavoring to get back a normal movement again?

A. To begin with, the executives of the road got together and formed certain rules and regulations in connection with the American Railway Association, directing the operating officers how to proceed to get each road's cars quickly back to its home road.

Q. This was in March, 1920?

A. No. This same thing took place along in June or July, 1922.

Q. This is a constantly recurring difficulty, and one of such importance to the railroads that it has been taken up by the executives very recently?

A. Yes, sir.

[fol. 689] Q. That is not alone with the Virginian Railway, but all over the United States, I take it?

A. And in addition to that, the managers of the road took it up individually between each other, and in addition to that the car accountants of the various lines sent the roads a list of cars belonging to them that they wanted hurried back, and the superintendents and the trainmasters, and chief dispatchers all are instructed from time to time to hurry this interchange of one line's cars back to its home road as quickly as possible.

Q. During this period of 1921 and 1922, when you had an apparently normal number of your own cars off line, it came about that there was relatively little delay in that respect off the line, because of the fact that your deliveries are made to your immediate connections?

A. Yes, sir.

Q. In other words, the coal that comes from the Virginian Railway mines destined to the Southeast will move to its destination over an immediate connection of the Virginian Railway?

A. As a rule a large part of it.

Q. Does that make it any simpler for the car accountants and the operating officers of a railroad to keep in touch with their cars and to get them back promptly to the home line?

[fol. 690] A. Yes, you can keep up with them almost individually, by car numbers.

Q. What is the situation where an originating carrier delivers the coal to another carrier and that line, in turn, delivers it to a third line? Do you have the same ease in getting your cars back?

A. No, it complicates the car movement very greatly.

Q. That is the experience that you have constantly had in your various occupations with various railroads?

A. Yes, sir.

Q. It is known as a common experience, among operating officers, that the farther the car gets from the home line the more difficult it is to get back, is it not?

A. That is right. I think that every operating man will agree to that.

Q. So that taking the situation that is immediately before us here, would you or would you not think it was easier for the operating officers of the Virginian Railway to get cars back from let us say the Big Four Railroad, not to be invidious of any railroad north of the Ohio River other than the Chesapeake & Ohio, than it would be for the Chesapeake & Ohio to get its cars back from that railroad?

A. My experience is that that is true.

Q. It would be more difficult for the Virginian Railway because of the intermediary, the Chesapeake & Ohio, to get [fol. 691] its cars back than it would be for the Chesapeake & Ohio to get its cars back?

A. Yes, sir. If one of our cars came down on the Chesapeake & Ohio and they happened to need it, they would probably switch it in to some track.

Q. You very seldom find a time when the Chesapeake & Ohio does not need it, in times of car shortage?

A. Then they are getting rid of it as quickly as they can on account of the dollars they have to pay in the way of penalty.

Q. When there is a car surplus they are getting rid of it very promptly?

A. Yes.

Q. But, in times of car shortage, there is always a need on an originating carrier for the cars?

A. Yes, sir.

Q. And where the intermediate carrier is also a coal producing line, I suppose that becomes intensified, does it not?

A. They find more uses for open-top cars than simply handling coal. In certain seasons of the year they will be used for those purposes.

Q. Mr. Williamson has drawn for us a very pretty picture of the ability and kindly spirit of all of the roads that participate in the getting of this traffic to getting cars [fol. 692] back. He was talking about the Burlington cars on the Chesapeake & Ohio for coal car delivery, and other

roads north of the Ohio River. Do you find that any of those cars get onto the Virginian Railway, occasionally?

A. They come to us under load.

Q. Always under load?

A. Yes, sir, on the Virginian Railway, I would say every time under load of some commodity other than coal, machinery, and sometimes lumber, and rock, or a certain kind of stone.

Q. Is there any very large movement of traffic that comes to you in open-top equipment, foreign open-top equipment?

A. No; it is not very great.

Q. Have you indicated that in the lower part of your Exhibit No. 28?

A. The lower part of that exhibit would indicate about what the number amounts to of foreign cars coming to our line for various—under various loadings.

Q. That includes all of the open top cars, or does that include all the cars that come to you, foreign cars?

A. That includes all open-top cars.

Q. And that indicates that from January to September, 1922, there was a daily average of foreign open-top equipment on your line of 151 cars?

A. Yes, sir.

Q. And I note in the upper brace of figures that in the [fol. 693] same period there was an average of 981 of the Virginian Railway cars off line, and that represents a normal proportion that might be expected in times of an active coal market?

A. Where did you find that figure?

Q. In the upper brace of your off-line cars.

A. Yes, sir—it may run slightly higher than that, but not much over 1,200.

Q. In a year of an inactive coal market such as there was in 1921, you had a very much smaller number of cars, of your own cars off line, and a considerably higher number of foreign cars on line?

A. An average of 34 more foreign cars on line.

Q. Are you familiar with these figures, and do you know whether or not the average number of foreign coal cars on line and the daily average on line of foreign cars included the cars of the Kanawha, Glen Jean & Eastern Railroad?

A. I think it did. I expect Mr. Reynolds could help me on that to determine whether he included them.

He says that he did include the Kanawha, Glen Jean & Eastern foreign cars.

Q. And the daily average of the Kanawha, Glen Jean & Eastern contribution to the Virginian Railway car service is about how many? Are you familiar with that fact?

A. I would say around 75.

Q. Mr. Gore, in making car distribution to the mines, [fol. 694] located on your railroad, how is that done? How do you get the information from which you make the allotment, and make the distribution?

A. Under what is known as Circular 31—C. S. 31. That outlines rules and the regulations issued by the Car Service Section, and possibly the Interstate Commerce Commission—

Q. (Interposing.) That is the Car Service Section originally of the United States Railroad Administration, and later of the American Railway Association?

A. Yes, sir. The mines order the cars at the end of the month, and they make a report, or an affidavit showing the number of tons loaded and the various delays, and after that is all summed up, it determines then what each mine allotment of cars will be.

Q. Then you get from each operator an affidavit showing what his performance has been in the past month, indicating the delays to the mine that have been caused or interruption of mine service that have been caused by railroad delays, and the interruptions to the mine service that have been caused by mine disability, and the interruption of the mine service that has been caused by failure of market for the coal?

A. Yes, sir.

Q. And that, with certain other specific information, enables the car distributor to make an equitable distribution—[fol. 695] first, there is an equitable allotment of the available cars, and next, an equitable distribution thereof?

A. That is the intention, yes, sir.

Q. That is the purpose of the rule. Those are the rules that are now under investigation by the Interstate Commerce Commission in the hearing beginning tomorrow, in that connection?

A. Yes.

Q. Has the Gulf Coal Company filed such affidavits with you each month for some time past?

A. Yes, sir.

Q. Has the Wyoming Coal Company also filed such information?

A. Yes, sir.

Q. And the Gulf Smokeless Coal Company?

A. They have.

Q. Filed similar information?

A. Yes, sir.

Q. Have you had a statement made up from the affidavits made by these companies indicating the various delays that they have reported to you, or your car distributor?

A. That they have reported on their affidavits, yes, sir.

Q. Beginning with what period have you made that statement up?

A. 1920, 1921, and to September, 1922.

[fol. 696] Q. Will you say who signed the affidavits for each of these companies?

A. At Hot Coal Mr. W. F. Tams signed those that I have, as Assistant General Manager. Some of them Mr. W. P. Tams, Jr. I think he has signed only one, at Hot Coal, in 1920.

In 1921, Mr. W. F. and Mr. W. P. Tams, signed those that I have for Hot Coal.

Q. For Hot Coal?

A. Yes.

In 1922 Mr. W. F. Tams signed those that I have for Hot Coal, with one exception, and that was just signed by the Gulf Coal Company.

At Wyco, Mr. E. R.——

Q. (Interposing.) The one you now speak of was sworn to by the Gulf Coal Company?

A. Yes, sir.

At Wyco, Mr. E. R. Lynch, as Superintendent, and Mr. Wilson, as General Manager, signed those that I have for 1920, and I believe Mr. Winner—it is hard to tell the name by the writing.

In 1921, Mr. Lynch signed those for Wyco that I have.

For 1922, Mr. Lynch, as Superintendent, signed those that I have for Wyco.

Q. You have from those——

A. (Interposing.) We have got to give Tams, you know.  
[fol. 697] Q. The Tams mine.

A. Yes, sir.



At the Tams mine, Mr. W. F. Tams seems to have signed most of them for 1920, 1921 and so far in 1922; some Mr. W. P. Tams signed as President.

Q. From those affidavits you say that you have compiled a statement summarizing the delays?

A. Yes, sir.

Mr. Carmalt: I should like to offer that as our Exhibit No. 29.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 29, Witness Gore", and the same is forwarded herewith.)

By Mr. Carmalt:

Q. That represents your only source of information about the operation of the mine, I take it?

A. Yes, sir.

Q. This statement represents your understanding of what those affidavits show from month to month for the period from January, 1920, until the end of September, 1922?

A. Yes, sir.

Mr. Carmalt: I have not prepared copies for the record, Mr. Examiner, of the particular affidavits, because I assume that our friends on the other side have copies, and can check this statement from their own copies of the affidavits, and [fol. 698] for that reason I have not thought it necessary to burden the record with that.

Mr. Scott: Mr. Tams says that we will accept this as correct.

Mr. Carmalt: You may cross examine.

Cross-examination.

By Mr. Bell:

Q. Mr. Gore, have you any information that would enable you to state whether the Chesapeake & Ohio performance eastbound compares favorably with your performance which, as I understand it, is mostly eastbound?

A. I have no information to that effect.

Mr. Bell: That is all.

By Mr. Scott:

Q. Mr. Gore, in order to make the record complete, I will ask you to read into the record the maximum grade between Gulf Junction, I believe you call it, and Princeton.

A. 2.07, I think.

By Mr. Carmalt:

Q. I do not think I asked, Mr. Gore, what your ruling grade eastbound is.

A. From which point?

Q. From Elmore to Princeton, say.

A. Well, that is—

Q. (Interposing.) How do you divide that?

A. Up to Clark's Gap, 2.07, and from Clark's Gap to Princeton it would run, I would say, about 1%.

[fol. 699] Q. That is the ruling grade against the load?

A. No, that is in favor of the load, but it is 0.5 against the load from Rock to Gardner Junction, or Princeton, and then from Princeton to White Thorn, it is 0.2%. Then over the Alleghany Mountain from White Thorn to Yellow Sulphur, it is 0.6 against the load to Alleghany, and from that point on, with a few exceptions it is .2 of 1% to tide-water for a distance of about 280 miles.

By Mr. Scott:

Q. That is the highest point above sea level between Gulf Junction and Princeton?

A. I would say Clark's Gap, around about 2,700 feet.

Q. What is the highest point above sea level between Gulf Junction and Deepwater?

A. I believe that is about the same—about 2,000 feet.

Mr. Carmalt: We can show that a little more in detail by our engineer witness, Mr. Scott. However, I do not object to your asking general questions of this witness on the subject.

By Mr. Scott:

Q. You made some mention of the curves between Mullens and Deepwater. Have you any information as to the curves eastbound from Mullens to Princeton?

A. Yes.

Q. How many curves are there there?

A. What degree?

Q. And what degree, also.

[fol. 700] A. Well, they run from 1 degree up to 12, and offhand, I would say from Elmore to Princeton there are in the neighborhood of 50 or 60—I guess there are 60 curves in there of varying degrees.

Q. Twelve being the maximum curve, as I understood you to say?

A. Yes, I think that is about the heaviest.

Q. I think you testified with reference to the conditions west of Mullens that there were a number of 10 degrees or more. Can you state eastbound between Elmore and Princeton how many curves there are of 10 degrees or more?

A. I would say fully as many.

Q. If not more?

A. I would say there are about 30; about an equal number.

Q. How many cars, loaded coal cars, can your locomotives pull up Clark's Gap?

A. Single or double or triple?

Q. The strongest and heaviest engine which you have, pulling the load by itself?

A. I would say about 15 loads—15 and 18 loads.

By Mr. Carmalt:

Q. A single engine?

A. A single engine.

By Mr. Scott:

Q. Have you any information as to how many loads that same engine could haul up the steepest grade westbound?  
[fol. 701] A. About 20.

Q. Have you any information as to the maximum loads which you have been able to get over Clark's Gap in one working day?

A. Not personally. My own personal experience is that we never made an attempt to have what you might term a freak day, but we have handled right regularly between 500 and 550 loads.

Mr. Carmalt: The Examiner is more interested in what you have to say than Mr. Tams is, I believe, and if you will just keep turned around this way so that he can hear you I think that it would be better.

The Witness: I wanted to keep my eye on him.

Mr. Tams: I have got to give him some of the information, Mr. Carmalt.

Mr. Carmalt: I observed that.

By Mr. Scott:

Q. Have you any information as to the daily allotment total on your road in the New River District?

A. Any particular period?

Q. At the present time.

A. Yes, I am somewhat familiar with it.

Q. What is that allotment?

A. During the month of November, 1922, our allotment is 1,250 cars per day, to be exact.

Q. You say that your average capacity to haul loaded [fol. 702] cars over Clark's Gap is about 500 cars per day?

A. No, I didn't say that.

Q. What was your statement with reference to that? I so understood you.

A. I said that we had hauled regularly, in my experience, around 500 to 550 cars, daily.

Q. And your present allotment is around 1,250 cars?

A. Yes, sir. We can haul more than that number of loads that I mentioned, I think.

Q. But you have no information, as I understand you, as to the maximum amount that you have been able to haul in a working day?

A. I have heard it said that they hauled around 800 on one occasion.

Q. That was the maximum?

A. I do not know whether that was the maximum or not. I was not there and I didn't have anything to do with the operation of it. It may have been someone else might have been able to handle more than that, and made the maximum greater.

Q. That was a test period, was it, that you are speaking of, the 800 cars?

A. I do not know whether you would term it a test period.

Mr. Carmalt: We will give you some information about it from somebody who was there, Mr. Scott.

Mr. Scott: Will you be able to give us some actual experience?

[fol. 703] Mr. Carmalt: Oh, yes.

Mr. Scott: That is what we want.

By Mr. Scott:

Q. I believe you stated that east of Princeton your average train was about 8,000 tons per train?

A. That is gross tons; that is the weight of the car and the contents.

Q. Have you any information as to the character of the Chesapeake & Ohio line west of Deepwater?

A. I have not.

Q. Have you any reason to believe that the Chesapeake & Ohio Railway west of Deepwater could not haul as heavy trains as 8,000 gross tons—7,000 gross tons?

A. I would not like to answer that question as I have never been over the Chesapeake & Ohio Railway with that thought in mind.

Q. You stated, if I understood you correctly, that according to estimates that had been made the tonnage west-bound, assuming the joint through rates were established, would increase about 2,000,000 tons per annum?

A. Yes, sir.

Mr. Carmalt: What was that question? He didn't make any estimates.

Mr. Bell: Not increase—it would not be that.

Mr. Carmalt: He didn't estimate any such thing.

[fol. 704] Mr. Scott: I asked him if he stated that estimate had been made.

Mr. Carmalt: Oh, yes.

By Mr. Scott:

Q. I want to know if you have any particular information about that estimate except that that was given you as a basis for the computation which you made?

A. I think I stated that our traffic department gave me that information.

Q. And that is all the information you have about that?

A. Yes, sir.

Q. On your statement, Exhibit No. 24, have you made any similar estimate as to the amount of expenditures which will be necessary when the anticipated increase of tonnage of 2,000,000 tons per year is reached eastbound?

A. Well, we make up annually what is known as the budget, our yearly budget, the superintendents and trainmasters, and those concerned in handling tonnage eastbound.

Mr. Carmalt: I have no objection to Mr. Gore answering the question if he knows, but we did not ask him anything about that in the direct examination.

Mr. Scott: I just wanted to know as a matter of information—

Mr. Carmalt (interposing): Mr. Knight stated in his statement about \$3,000,000 a year.

Examiner Hunter: I do not think that is responsive to the question. I think the question was, how much it would cost to qualify them to haul this extra 2,000,000 tons [fol. 705] east instead of west. Wasn't that it?

Mr. Scott: Yes.

The Witness: I attempted to answer that by saying that this gradual increase in tonnage eastbound is taken care of by our making yearly estimates of what will be needed, and that has been going on ever since I have been with the railroad, and ranges in various amounts of a million or more dollars.

By Mr. Scott:

Q. As a matter of fact, Mr. Gore, would it be possible to utilize some of the additional facilities contemplated in this Exhibit No. 24 in the movement of this extra tonnage eastbound?

A. It would be necessary when you have more trains in a given district moving in both directions to have added facilities. But my recollection is that we have not added any great amount to our needs on this particular line, along the line of facilities that are mentioned in this estimate.

Q. But these facilities would be available for use in connection with this increased tonnage of 2,000,000 tons which you anticipate eastbound, would it not?

A. If there is any way for an operating man to take advantage of facilities, whether they were put in for a given direction or not, he would do so.

Q. Mr. Knight in his statement this morning spoke about a contemplated western outlet which was to be built in the future some time, by the Virginian Railway. Could [fol. 706] not a good many of the expenditures shown on this exhibit be said to be in anticipation of that western outlet?

A. I do not believe I can answer that question, not being familiar with the proposition as to where they would lead off from this present main line in building the proposed extension to the west.

Q. Assuming this new main line would lead off the present main line at Surveyor, to what extent would the facilities shown on your Exhibit No. 24 be said to be in anticipation of that proposed extension.

A. Well, Jenny Gap and Virwest, and the two additional tracks between Gulf Junction and Elmore are about all that would be strengthened, and a few bridges that are in between.

Q. What is it estimated that the new terminal facilities at Sewalls Point will cost?

A. What I give you as an answer will be simply a guess. I never have seen the actual figures, but I understand that it is in the neighborhood of three and one-half million dollars.

Q. This would be used exclusively in connection with the eastbound business, would it not?

A. Sewalls Point, yes, sir.

Q. Are you familiar with the branch now being built by [fol. 707] the Virginian Railway known as the Glen Rogers Branch?

A. Yes, I have been over it several times.

Q. Do you know how much that branch will cost when it is completed?

A. No, sir, I do not.

Q. You spoke, as an additional feature in connection with the westbound movement, of the fact that the coal would have to be assembled for eastbound and westbound movement. Isn't that generally true in connection with coal moving from any coal district?

A. That handle it in both directions?

Q. That handle it in both directions, of course.

A. Yes, sir.

Q. Isn't that also true in connection with the coal handled by the Virginian Railway at the present time from the various places of joint operation throughout the district, the Stone Coal Branch, Weirwood and the Wolf Creek extension?

A. So far as the Virginian Railway's part of it is concerned, our movement is in one direction.

Q. Doesn't that coal have to be drilled or classified for delivery, part to the Chesapeake & Ohio, and part for the Virginian Railway?

A. You have reference to the Stone Coal Branch?

Q. Yes, sir.

A. As a rule, that is worked by separate crews, one crew [fol. 708] takes care of the placing of empties and pulling of loads from and to the Chesapeake & Ohio, and the Virginian Railway is operated—that is, their cars are placed and the loads moved by another crew, which keeps it separated, more or less.

Q. In other words, you establish, as I understand it, a sort of sub-assembling service there?

A. The Chesapeake & Ohio delivers the empties to us for placing on the Stone Coal Branch, and we, in turn, deliver them in their own cars the loads that come from the Stone Coal Branch, destined to the Chesapeake & Ohio.

Q. Nevertheless, is it not a fact that the separation must be made, in some respect?

A. The mine tracks up there are, some of them, so constructed that that is not necessary, and more frequently the mine loads in such a manner cars to the Chesapeake & Ohio and to points on the Virginian Railway separately, and there is usually very little switching necessary to segregate the Chesapeake & Ohio from the Virginian Railway loads.

Q. Could not you perform the same operation in separating the eastbound and the westbound tonnage?

A. If it was going in the same direction, yes, sir, but in cross hauling loads westbound and eastbound and placing of empties in the same manner it doubles your work.

[fol. 709] By Examiner Hunter:

Q. Would it benefit it over the situation where you have the Chesapeake & Ohio and the Virginian Railway cars on the same rails?

A. No, because the movement now is in one direction, and I will explain that to you.

Coming down the Winding Gulf, or the Stone Coal Branch of the Winding Gulf from the head of the hollow to this yard at Stone Coal Junction the grade is downward against the loads. The Chesapeake & Ohio will deliver empties to us at Stone Coal and they are hauled up the hollow and placed at these various mines, and after being loaded together with Virginian Railway loadings, only separate from the Virginian Railway loading, the Chesapeake & Ohio and the Virginian Railway tonnage moves in the same direction until it gets to Stone Coal Junction. The Virginian Railway then goes on down grade to Elmore, and the Chesapeake & Ohio tonnage is then carried back, in a manner, up the same direction in which the Virginian Railway brought it to this place, on up over—I do not remember the name of the mountain—but it is up-grade to Beckley or Pemberton, and then on to Beckley Junction, and then it goes down over the mountain again to some point on the Chesapeake & Ohio.

By Mr. Carmalt:

Q. May I interrupt there to ask whether whatever classifying you do of Chesapeake & Ohio cars where you perform the service is not compensated for by the delivery to you [fol. 710] of trainload lots from the Chesapeake & Ohio where the Chesapeake & Ohio performs the service in a similar operation?

A. It is, yes, sir.

By Mr. Scott:

Q. Will you describe, just briefly, Mr. Gore, the service in connection with the hauling of the loads from Weirwood to the connection with the Chesapeake & Ohio at Carlisle?

A. The Weirwood people furnish their own equipment, and it is moved by a Virginian Railway crew up to Oak Hill Junction, and thence over to the Weirwood mine, and after being loaded, the Virginian Railway crews move it back to Carlisle, and the operation usually is by crews on a branch line—on the Oak Hill Branch.

Q. The back-haul being against the traffic, I would take it?

A. Yes, from Oak Hill Junction.

Q. The road-haul?

A. Yes, sir.

Q. Is the service between Weirwood and Oak Hill Junction performed by your main line engine or is that performed by a service operating on your branch between Oak Hill Junction and Carlisle?

A. As a rule, it is operated by the branch line crews on the Oak Hill line.

Q. Just one engine and crew perform the through service [fol. 711] from Weirwood to your junction with the Chesapeake & Ohio at Carlisle?

A. Probably one engine, but we may have more crews to work that engine, and sometimes the local freight, if it happens to be light of tonnage, will help that crew out by moving it out down to Oak Hill Junction.

Q. Briefly describe the movement in connection with loads from the points on the Chesapeake & Ohio Railway between Carlisle, I believe it is, and White Oak Junction from the jointly served mines in connection with a movement eastbound.

A. The Chesapeake & Ohio Company delivers loads coming to us from that direction on a connection track at Carlisle, and we carry them to Oak Hill Junction, and thence up to Silver Gap on the main line, using the Oak Hill crew shifter crew for that service.

Q. Isn't the movement of the tonnage from those mines against the movement of loads coming from mines on your Wolf Creek extension, Lochgelly and Summerlee?

A. Going out eastbound and westbound via the Chesapeake & Ohio, yes, it is in the opposite direction.

Q. You made some statement in connection with the cost of handling this traffic, and I take it that you have worked up no figures so that you are in a position to make any definite statements as to the cost?

A. No, I am not.

[fol. 712] Q. Will you explain a little more clearly for the record just how you arrived at this estimate of 5,000 additional cars that will be needed, assuming the joint through rates were established westbound?

A. We assumed there are about 2,000,000 tons to go west that are not now being hauled west, and that it takes be-

tween 40 and 50 days for a car to go from the mine to the Western markets and return to the mine, and basing that on say 100 loads per day of 27 working days, it would take 2,700 cars per month to start with, and it would be practically two months before, or say, 60 days, before the first month's cars would begin to come back to you, and in that way I calculated we would have to have close onto 5,000 cars to handle 100 loads westbound daily.

Q. Then your estimate contemplates that the Virginian Railway would furnish all the cars used in the westbound business?

A. Yes, I had to arrive at some estimated number of cars, but I do not know that it means—someone would have to furnish that many additional cars, and it would cost approximately what Mr. Traugott had figured here.

Q. You have estimated a tonnage of 2,000,000 tons and estimated at the time that making the round trip would take between 40 and 50 days?

A. Yes, sir.

[fol. 713] By Examiner Hunter:

Q. That figure and all of your others are based on a net increase in the tonnage of the Virginian Railway of 2,000,000 tons a year?

A. In westbound?

Q. Net, in the total, isn't it?

A. Yes, sir.

Mr. Carmalt: That is right.

By Mr. Scott:

Q. How many 109-ton cars does the Virginian Railway own?

A. 1,004.

Mr. Avis: What size cars did you say, Mr. Scott?

Mr. Scott: 109 tons.

By Mr. Scott:

Q. Did I understand you to say that the Virginian Railway was contemplating the building of an additional thousand or fifteen hundred of the 109-ton cars?

A. No. I said to take care of the estimated increased tonnage eastbound that comes about—should come about, it would take 1,000 to 1,500 additional cars.

Q. Have you any estimate as to what the 109-ton cars cost at the present time?

A. No, sir.

Q. Those cars, as I understand you, must be used exclusively in the tidewater business on the Virginian Railway?

A. Yes, sir.

Q. Do you know what the Virginian Railway paid for the [fol. 714] last one thousand, one hundred and nine ton cars?

Mr. Carmalt: We will have that definitely before you by another witness.

Mr. Scott: I just have one or two other questions in connection with these exhibits.

By Mr. Scott:

Q. Mr. Gore, can you furnish us a statement of the cars interchanged through Deepwater, by months, during the last two years?

A. Of all cars?

Q. Yes, of all cars interchanged.

A. I could have that prepared, yes, sir.

Mr. Scott: You can furnish that information, can you?

Mr. Carmalt: What is the information desired?

Mr. Scott: The average number of the cars, are the total number of cars, by months, during the last two years interchanged through the Deepwater gateway. That is, the number of cars received by the Virginian Railway from the Chesapeake & Ohio and the number of cars turned over by the Virginian Railway to the Chesapeake & Ohio.

Mr. Carmalt: Of all cars. There would be no difficulty about that, I guess, would there, Mr. Gore?

The Witness: We can do that.

Mr. Scott: That is what we want, all cars.

Mr. Carmalt: We will furnish that.

By Mr. Scott:

Q. Have you convenient, or could you furnish information in connection with your Exhibit- Nos. 26 and 27 showing the destinations involved in these exhibits?

A. What are they?

Q. Those are the exhibits showing the period of delay in connection with coal moving to Southeastern territory.

A. Sheet 1 speaks for itself. Sheet 2, the destinations—do you want it just approximately, or——

Q. (Interposing.) How many cars did you take, in the first place, Mr. Gore?

A. We took 20.

Q. Twenty?

A. Yes.

Q. Just how were those cars selected?

A. At random. The clerk who got up the information was able to take up so many cars at random moving via this junction.

Q. The period of delay would vary with the destination, would it not?

A. Yes, slightly.

Q. Can you furnish us the 20 points of destination which you have used in connection with those exhibits?

A. Mr. Reynolds, did we keep these car numbers so that we would be able to determine as they went east loaded the final destination?

Mr. Reynolds: I am not sure that we did, but you understand, that was 20 cars each month.

[fol. 716] The Witness: Yes, that would be for about two years there.

By Mr. Scott:

Q. A different destination each month?

A. I presume they would be, yes, sir. The general destination is points in North Carolina and Richmond, and those different places.

Mr. Scott: We will not ask you to furnish the information. We thought you might have it. We do not think that it is of sufficient importance to ask you to prepare it.

Mr. Carmalt: That is a very short range of destination points.

Mr. Scott: The rates, of course, apply as far down as Jacksonville.

Mr. Carmalt: Very few of them go south of South Carolina.

The Witness: They go into the cotton mill territory of North Carolina, and the mills around Richmond, and as far as Washington.

By Mr. Scott:

Q. Of course, a car moving to Jacksonville, the time in making the round trip would be considerably greater than to Charlotte.

A. Yes, but the average break is just about as we have shown it.

Q. Is the Gulf Branch of the Virginian Railway laid with 100-pound rail?

A. Yes, sir.

Q. Is all of your main line between Mullens and tide-[fol. 717] water laid with 100-pound rail?

A. Not all of it. There is some 85 and some 100, and some 130-pound rail.

Q. Could you give us approximately what part of the main line is laid with 85-pound rail and what part of the main line is laid with 100-pound rail?

A. In the tidewater section, where we have a great deal of straight line, we will say from Brookneal to Sewalls Point, it is at present laid with 85-pound rail, but we are relaying that with 100-pound rail annually in stretches of from 15 to 20 miles.

Q. That is all to take care of the strictly eastern business?

A. Yes, sir.

Mr. Scott: That is all.

Redirect examination.

By Mr. Carmalt:

Q. In connection with this switching which you do for the Chesapeake & Ohio and that the Chesapeake & Ohio does for the Virginian Railway, will you say whether or not that switching, if it could be called switching, that handling of cars one road for the other, is ordinarily done in solid trains?

A. In solid cuts of cars.

Q. There is very little of the element of switching about it, at all?

A. There is practically no switching that interferes, one [fol. 718] company with the other.

Q. You take a solid cut of cars from the Chesapeake & Ohio, junction, and take it down and place it at the mines for instance, and you take a solid cut of cars from the Virginian Railway classification yards and set it at the mines?

A. Yes, sir.

Q. Will you not state for the record (it seems to me obvious) whether or not the interjection of this cross current of traffic east and west would not tend to slow up the traffic and thereby increase the cost of it? Will you not show in a little detail what you have in mind in saying that these cross currents of traffic will increase the cost of the operation?

A. One of the things that comes to my mind now in connection with that is that we would, say at Lick Fork, if there was tonnage at that point, for both east and west, and an eastbound train might have to stand back, while a westbound train was getting out the westbound tonnage, and vice versa, and it takes—there would be additional delays in the matter of train movement, in the inspection of the cars. In other words, at this same point, for illustration, instead of making two movements, as there are now, it would make four movements of cars, one movement in, and one movement out for the eastbound tonnage, and one [fol. 719] movement in and one movement out for the westbound tonnage, and we might, unfortunately, and it would frequently occur, have a westbound train and an eastbound train in that vicinity. One would have to lay idle while the other did the work. I find on inquiry that roads who are having a natural tonnage east and west meet with that trouble at the present time. I understand that it is very serious on the Norfolk & Western, and they have westbound loading tracks, or some sort of a tag system that will show one car they load at 11 o'clock goes west, and the next car they load will be tagged to go east, and it causes endless switching and confusion unless the tracks have all been built for the purpose of loading east and west tonnage separately.

Q. This section of track where the 85-pound rail now is at the eastern end of the line, I understand from your testi-

mony is that section on which there is the least track strain—straight track, and other conditions which make it less necessary there to have a heavier rail than at other points on the line?

A. That contributes to the fact that we have been able to operate over 85-pound rail on that particular section a longer period of time than where the track is on more heavy grades and curves.

Q. Even though the rail at the points of heavier grades is a heavier rail?

[fol. 720] A. It is the company's intention to go east with relaying of the heavier rail, each year—so much is extended each year.

Q. It has been suggested by Mr. Avis that it would simplify the record if we put into the record a statement showing the number of coal cars of each type that are owned by the Virginian Railway at the present time. Will you undertake to supply that statement for the record?

A. I may have it here. Just a minute and I will see.

Mr. Scott: Will that information be found in the Railway Equipment Register, which is on file with the Commission, Mr Carmalt?

Mr. Carmalt: It is shown in the annual report to the Commission, I think.

Mr. Knight: It is right there.

Mr. Carmalt: But we can supply it right now, apparently.

Mr. Scott: I think the Railroad Equipment Register shows all of that information.

The Witness: I will have that in just a minute, Mr. Carmalt.

Mr. Carmalt: Rather than delay the proceeding we will undertake to put it in before the hearing is over.

The Witness: I have that information now. There are 82 50-ton hopper cars, 2,157 52½-ton steel hopper cars; [fol. 721] 997 55-ton steel hopper cars, 2,977 52½-ton flat-bottom cars, 986 55-ton flat-bottom cars, 1,004 109-ton flat-bottom cars, making a total of 8,203 units.

By Mr. Carmalt:

Q. Throughout your testimony you have spoken of 109-ton cars.

A. Yes, sir.

Q. Are those the cars that are often spoken of also as the 120-ton cars?

A. Yes, sir. Our average tons from the mine hauled in those cars will amount to about 115 tons. Some of the mines do not load them to full capacity, but, as a rule, it will work out an average of about 115 tons per car.

Q. That is to say, the 109-ton car with the 10% overload, would run to 120 tons?

A. Yes, sir, full load.

Q. Full load?

A. Yes.

Q. But some of the operators do not load them fully, and therefore the average carried in those cars is about 115 tons?

A. Yes, sir.

Recross-examination.

By Mr. Avis:

Q. Mr. Gore, how many of those cars that you have named [fol. 722] are 120-ton cars?

A. 1,004.

Q. 1,004?

A. Yes, sir.

Q. Can either those or the 109-ton cars go off your rails?

A. They are the same, Capt. Avis, the 109 and the 120.

Q. They are the same thing?

A. Yes, and they do not go off of our own rails.

Q. Would they be suitable to go into the Western markets to haul coal?

A. I should say no, because I do not think that railroads beyond the Chesapeake & Ohio would accept them and place them at the various points for unloading.

Q. Of your total number of units, how many of them would be available for Western coal shipments, that could be used for that?

A. About 7,000.

Q. Are you aware that there is a territory in the Southeast that consumes about 7,000,000 tons of coal per annum that is reached by your railroad and connecting Southern railroads?

A. I am not aware as to the exact amount, but I have heard it stated that there was something like seven million.

Q. A greater part of that consuming territory is the Carolinas and Virginia, is it not?

[fol. 723] A. Yes, sir.

Q. How many cars does it take to supply that territory, of your cars?

A. The year around about 1,200 of our cars are off the line, supplying our part of that tonnage, monthly. It will run more in certain periods of the year when contracts are being renewed, or fulfilled.

Q. Your 120-ton cars and your 100-ton cars would not be suitable to supply that territory, would they?

A. No, sir, the connecting lines would not accept them.

Q. You spoke of the daily allotment. I understood you to say that the daily allotment in November was 1,250 cars. When was the date of that allotment? Was it just on the 11th?

A. November 11 was when the Superintendent issued the bulletin.

Q. Your allotment prior to that time was 1,612 cars, was it not?

A. 1,625.

Q. 1,625?

A. Yes, sir.

Q. Wasn't the allotment of 1,625 cars away out of line with the amount of coal produced on the Virginian Railway? In fact, wasn't it about double the amount of coal that was produced on the railroad?

[fol. 724] A. It is supposed to be about double, the number o- cars that a great many people believe could be loaded in any one day on the Virginian Railway.

Q. But your experience taught you that only about half of that was actually loaded, wasn't that true?

A. That is a moot question among the operators. Some of them say that they could load more cars than the allotment called for, and the neighbor of that miner says he can't, and so I do not know which is right.

Q. I am not taking it among the companies, but, I mean as a whole.

A. I would say around 800 cars a day would be a good daily average on our railroad.

Q. On the Virginian Railway?

A. Yes.

By Mr. Carmalt:

Q. How many?

A. Eight hundred.

By Mr. Avis:

Q. And if that be true, your allotment prior to November 11 was about double what the actual loadings were?

A. Yes.

Q. Do you think it would be of benefit to the shippers of the coal on the line of the Virginian Railway for the Commission to grant through joint rates, from your knowledge of the situation?

[fol. 725] A. From my knowledge of the car supply, the method of providing the car supply, I would not believe that it is advantageous to have rates so that they could ship as much tonnage west as they might want to ship.

Q. Do I understand from your answer, then, it is your opinion that it would be to the disadvantage of the shippers, taking them as a whole, on the Virginian Railway, the shippers of coal?

A. I would say yes.

Q. Does it not follow from your answer that it would therefore be a disadvantage to the consuming public?

A. Naturally so.

Mr. Avis: That is all.

By Mr. Carmalt:

Q. Mr. Gore, in connection with Capt. Avis' questions, you said that you thought that an average loading of about 800 cars would represent the situation on the Virginian Railway. You meant by that that *that* represented the maximum potentiality of the mines to load, did you not?

A. Yes, sir.

Q. And have you ever known of a time when they actually did load 800 cars on the Virginian Railway?

A. I have a report that the greatest number of cars ever loaded, according to the report, was for one day in October, (I think it was in October, 1922) when there was a loading of 1,040 cars. Prior to that time I do not think that it ever [fol. 726] ran over 800 cars in any one day.

Q. You would consider 800 cars as being the **maximum** loading that had ever been made on the Virginian Railway, with the single exception of the report of which you spoke, in one day?

A. Yes, sir.

Q. And the normal loading is considerably below that figure—actual loading.

A. When the car supply is reasonably free we look for around 600 cars a day; from 550 to 600 cars a day.

Q. In speaking of the cars that you have available, some 7,000 cars available for the Southeastern trade, did you include the flat-bottom cars as available for that trade?

A. I included them all below the 109 or 120-ton cars.

Q. The flat-bottom car is somewhat limited in its use, is it not, in commercial trade?

A. The trade in the Southwest prefers the hopper-bottom car, because they have their chutes built and arranged for dumping of the coal through the hoppers, and in flat-bottom cars it is laborious and expensive to shovel it out by hand.

Q. In answer to Capt. Avis' question you said that on the average in a month it required about 1,200 cars to take care of the Southeastern trade. Will you particularize a little about that? You didn't mean to say that there are 1,200 cars off the line in that trade at any time?

[fol. 727] A. Yes, it will run close to that figure, I think.

Q. That has been true for a few months last past, but is that normally true? It was not true during the whole period from February, 1921 until May, 1922, and June of 1922, according to your Exhibit No. 26, was it?

A. No, this period from 1921 to June, 1922, would work out about 750 cars monthly. Of course, there are some of those cars that make probably a trip and a half during the month, and I made my reply on a little weekly report that we keep, which shows that the number of cars are off each week.

Q. But your exhibit represents the average time that those cars are off line?

A. The average, yes, sir.

Mr. Scott: That is the average of 20 cars, I think, shown on the exhibit.

Mr. Carmalt: Twenty representative cars. It has already been reported to be representative.

Mr. Scott:

Q. It does not purport to be a true average of all cars?

A. That is the way those statements are usually worked up, Mr. Scott, and comes out about correct if you would take the whole number of cars.

Mr. Scott: I am not raising any point about it except that it is strictly what the average shows. It is not a true average of all cars that went from your line to the South-[fol. 728] east. That is the point.

By Mr. Avis:

Q. If the next number of cars that are available for the Southeastern trade that you refer to were diverted to the trade for the Western market would not this, on account of the time of the turn around, injure the shippers on your line in their Southeastern business, taken as a whole?

A. Yes, sir.

Mr. Avis: That is all.

By Examiner Hunter:

Q. It would not injure them if you furnished that extra five thousand cars that you were speaking of awhile ago, would it?

A. No, you would have that many more cars to draw from to fill the gap.

Q. That estimate was the number sufficient to take care of the additional tonnage, wasn't it?

A. Of our estimated tonnage westbound.

Q. It would not affect any of these other mines shipping east?

A. If the delay average away from home remained about the same it would probably take care of it.

(Witness excused.)

[fol. 729] Mr. Carmalt: I will call Mr. Traugott.

A. M. TRAUGOTT was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Carmalt:

Q. Mr. Traugott, what is your name and address?

A. A. M. Traugott, Norfolk, Va.

Q. What is your official position?

A. Assistant Chief Engineer of the Virginian Railway.

Q. How long have you held the position of Assistant Chief Engineer?

A. March 1, 1920.

Q. And before that time what was your title?

A. From May 1, 1919, until March 1, 1920, I was acting Chief Engineer of the Virginian Railway for the Railroad Administration.

Q. And before that?

A. From 1914 to May, 1919, division engineer at Princeton, W. Va.

Q. In your capacity as division engineer at Princeton, what were your duties?

A. I had charge of the engineering work west of Roanoke.

Q. When did you first enter the employ of the Virginian [fol. 730] Railway?

A. I entered the employ of the Deepwater Railway in February, 1903.

Q. In what capacity?

A. As a rodman for six weeks and then draftsman on a field preliminary locating party.

Q. Then you went on through with all the construction work in the early days of the building of the Virginian Railway?

A. Yes, sir.

Q. You were familiar with the property, both in the coal fields on the branches and on the main line?

A. I think so.

Q. Have you prepared maps that have been introduced in evidence here?

A. No. These maps that were introduced this morning have been on file and I have had them brought up to date. They are our records in Norfolk of map and profile of the road.

Q. They have been prepared from time to time from the records as the road was developed?

A. Yes, sir.

Q. Mr. Gore presented an exhibit here, Exhibit No. 34. In this exhibit Mr. Gore set out certain facilities which would be needed to handle efficiently the 2,000,000 tons of traffic going west between Elmore and Deepwater. Did you prepare the figures indicating the estimated cost of these facilities?

[fol. 731] A. They were prepared under my supervision.

Q. And they present your best judgment of what such facilities would cost?

A. Yes, sir.

Q. Is it your duty as engineer to prepare estimates of the requirements for the so-called budget of the Virginian Railway from year to year?

A. I assist in the preparation of it, yes, sir.

Q. You are familiar with the requirements that have been taken under consideration for the immediate future in developing the normal eastbound tonnage that might be expected to be offered?

A. Yes, sir.

Q. What do those include?

A. Well, the Sewalls Points coal pier has already been let, the contract; work has started on that, the building of another pier at Sewalls Point.

Q. What is it estimated will be the ultimate cost of that new pier?

A. \$3,300,000.

Q. How long is it anticipated it will require to build it and put it into operation?

A. About two years.

Q. That pier has been considered by the railroad as necessary to take care of the normal development of the [fol. 732] coal traffic eastbound as well as an insurance in case the present pier should get out of order, is it not?

A. Yes, sir.

Q. Will you state for the record something of the project of electrification of which Mr. Gore has spoken? As I understand his testimony, there have been two projects under consideration, one being the electrification of the line between Elmore and Princeton and another a proposed electrification as far *as* east as Roanoke. Is that the fact?

A. Yes, sir.

Q. Have any estimates been made of what the cost of these two projects will be, if undertaken?

A. Yes, sir, some preliminary estimates have been made.

Q. What period of time is contemplated in accomplishing the electrification of these sections of the road?

A. I think they figure it will take about 2 years.

Q. About two years?

A. Yes, sir. I am not positive about that.

Q. What is the first estimate of cost from Elmore to Princeton, if it is determined upon?

A. The approximate estimate from Mullens to Princeton is \$3,500,000.

Q. Is it or is it not contemplated that if that electrification is made it will release power for use on other parts [fol. 733] of the road?

A. That is my understanding.

Q. If that is not made will it or will it not be necessary to increase the power equipment, steam equipment?

A. I do not think there is any question but what they will have to increase the steam locomotives.

Q. To take care of the normal development of the traffic that might be expected from year to year, eastbound?

A. Yes, sir.

Q. Does that estimate of \$3,500,000 for the electrification from Mullens to Princeton include anything for the electric engines?

A. Yes, sir. It includes \$1,500,000 for electric locomotives.

Q. Are you familiar with the purchase of the 109-ton cars that have been purchased in recent years?

A. Only in so far as the preparation of the budgets is concerned.

Q. Do you know what the cost of those cars was?

A. I am not sure, but I think the last cars cost in the neighborhood of \$6,000.

Q. \$6,000 each?

A. \$6,000 each. It may be just a little bit more than \$6,000.

Q. Do you know what the cost at the same time was of the [fol. 734] 50-ton cars, steel cars?

A. No, I do not.

Q. Do you know what the present cost is of those cars? It is somewhat lower, I understand.

A. About \$5,000 each.

Q. Do you know whether or not in the immediate future plans are being made to purchase more of that type of cars?

A. Bids have already been asked for from the manufacturers for the purchase of 500 or 1,000 cars.

Q. That is to say, two requests have been made?

A. Yes, sir.

Q. One for 500 cars and another for 1,000 cars?

A. Yes, sir.

Q. In making up the budget from year to year for the development of the railroad, for its eastbound business, what is estimated to be the annual requirements to take care of it, year in and year out?

A. The Budget runs about \$3,000,000 a year. It varies. I think that is an average of what we spend on additions, betterments and equipment.

Q. Does that include projects such as the coal pier that you are now undertaking?

A. No.

Q. Or the electrification?

A. No, it would not include that; just normal improve-[fol. 735] ments we have been making from year to year to take care of the normal growth of traffic.

Q. Whenever you take on a large project of this sort it is an addition to the normal year-to-year call upon the resources for development?

A. Yes, sir.

Q. It does not include any of the very large equipment purchases, either, does it?

A. No, I do not believe it does.

Q. For instance, when you bought the last thousand cars it would bring your annual budget up away above that figure, wouldn't it?

A. That was not in the budget.

Q. There have been some questions asked of Mr. Gore, Mr. Traugott, regarding the grades, eastbound and westbound. I would like to have you state for the record what the ruling grade is, eastbound.

A. Leaving Princeton the ruling grade is a maximum of .2.

Q. That is leaving Princeton going east?

A. Yes, sir. We have one pusher grade in that .2, but that is the ruling grade on the eastbound traffic. In that stretch we also have a pusher grade of .6, for a short stretch.

By Examiner Hunter:

Q. Six-tenths?

A. Yes, sir, six-tenths of 1%.

By Mr. Carmalt:

Q. And over that short grade you provide pusher service [fol. 736] ice?

A. Yes, sir.

Q. When you speak of the ruling grade you mean the grade that controls the size of engines for long train movements, regardless of the pusher assistance it may need in the course of the run?

A. Yes, sir.

Q. How long is this .6 of 1% grade over which you have to have pusher service?

A. It is from White Thorne to Merrimac, about 9.5 miles.

Q. For that stretch of track you provide a pusher service?

A. Yes, sir.

Q. That is to take it over the summit of the Alleghany Mountains?

A. Yes, sir.

Q. What is the grade over the Clark's Gap?

A. 2.07.

Q. That is the ruling grade on that section of the road, is it?

A. Well, that is practically the maximum—well, it is the ruling grade, too; the maximum grade on that section.

Q. How long is that section?

A. About 14 miles.

Q. That is handled by double service, is it, double track and pusher service?

[fol. 737] A. Yes, sir.

Q. Before I forget it, is the maximum number of cars that has been put over the Clark's Gap hill in a day's run? Have you that figure?

A. No, sir.

Q. Have you an approximation of it in your mind?

A. I do not believe I can remember what it is. I have heard it, but I do not remember what it is now.

Q. Going west there are a number of grades between Mullens and Deepwater. They have been detailed sufficiently in the record, but have you any figures to indicate what the total lift is from Mullens east and from Mullens west, or from Elmore east and west, east to Princeton and west to Deepwater?

A. I haven't any figures. I could figure it from the profile.

Q. Would that take you more than a very few minutes?

A. I may have something in my files. The lift from Elmore to Clark's Gap is about 1,125 feet.

By Mr. Knight:

Q. That is the aggregate of the various grades between Elmore and Clark's Gap?

A. From Elmore to Clark's Gap, yes, practically one grade—total lift. The lift westbound to Silver Gap would be about 1,165 feet. There is only about 40 feet difference in the lift.

[fol. 738] By Mr. Carmalt:

Q. You are familiar with this construction of the property that involved the final accomplishment of the 2% grade over Clark's Gap. That did involve a great deal of money to prepare to handle traffic over that hill at all, didn't it?

A. I didn't get that question.

Q. A very large investment was necessary to bring that grade down to a 2% grade?

A. From Clark's Gap?

Q. Yes.

A. Yes, sir.

Q. And the double-tracking of that hill in order to handle the traffic eastbound was a very expensive development, was it not?

A. Yes, sir, on account of the tunnels and bridges.

Q. Have you any figures indicating what it cost?

A. No, but the last five miles was a little over \$2,000,000. It was built in 5-mile stretches. I do not remember the others.

Q. Have you in your mind any figures to indicate the investment that was made necessary in order to attain the grade of .2 of 1% east of Princeton?

A. Well, I only remember that considerable surveys were made before they adopted the 2% line, and there was a great question about the heavy cost to build it to get a .2% [fol. 739] grade through that country.

Q. You remember that it was considered a very large investment in order to accomplish a .2 grade in that very rough country?

A. Yes. There were considerable surveys. Every part of that country was surveyed in order to get the best line through that country.

Q. Is there any other line that reaches tidewater that has accomplished any such grade as that for that length of track?

A. I do not think after they leave the Alleghany Mountains they do.

Mr. Carmalt: That is all.

Cross-examination.

By Mr. Scott:

Q. I wonder if you would care to follow Mr. Gore's example and express your opinion as to whether or not the public interest would be served adversely providing the joint through rates were established westbound?

A. That is, you want my opinion—what I think about it?

Q. Yes, if you care to express an opinion. I appreciate, of course, that you have not testified to that.

A. Well, from my point of view, I do not think the public would be helped. They might be helped a little in the west, but, in the east they would probably suffer from it. I do not see how they are going to be able to have a western

connection for the coal people to supply—keep running and [fol. 740] ship coal to the east, if the car question is settled—I do not see how they could do it.

Q. You think if the car question were settled the public interest would be served by having a western outlet for the coal down there on the Virginian Railway?

Mr. Carmalt: Mr. Examiner, it seems to me preposterous to ask this engineering witness what the benefit or otherwise to the public would be by any traffic arrangement. I am perfectly willing that he should answer the question, but it seems so utterly obvious that it could be of no possible use to the Commission if he did, that it seems that it is just wasting time, and for that reason I object.

Examiner Hunter: The objection is sustained.

Mr. Scott: Those are all the questions I have.

By Mr. Avis:

Q. Isn't it a fact that the railroad can only handle a certain number of coal trains over its tracks and through its yards, and that it is not always possible to develop its tonnage by doubling the power and equipment?

A. I do not believe that I would care to answer the question, Mr. Avis, because I am not an operating man.

Mr. Avis: That is all.

Redirect examination.

By Mr. Carmalt:

Q. Mr. Traugott, could you make an estimate of what that .2% grade cost in the way of additional investment in handling this traffic east?

[fol. 741] A. Well, we would have to put it over against some other grade to use.

Q. Yes.

A. Making an approximate estimate. We have estimates on other lines through that country.

Q. That is what I mean. You have estimates on what it would have cost had you taken a less favorable grade.

A. Yes, sir.

Q. To compare with what it did cost you to establish the route over the .2% grade.

A. Yes, sir.

Q. East of Princeton, haven't you?

A. Yes, sir.

Mr. Carmalt: May I ask leave to put those estimates in the record within a short period, Mr. Examiner?

Examiner Hunter: Is there any objection?

Mr. Scott: I have no objection.

Examiner Hunter: Do that within ten days, and show the grade against which you are computing it, of course.

The Witness: Yes. That is what I understand. There would be a comparative grade.

Mr. Carmalt: Yes.

Mr. Scott: The total cost. I understand he will furnish that, as to the 14 miles?

Mr. Carmalt: The total difference in cost.

[fol. 742] That is all.

(Witness excused.)

Mr. Carmalt: Mr. Goldblatt.

M. B. GOLDBLATT was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Carmalt:

Q. Will you state your name and address for the reporter?

A. M. B. Goldblatt, Norfolk, Va.

Q. What is your position?

A. I am Assistant Auditor of the Virginian Railway.

Q. At the request of counsel in this case have you had a study made from the accounts and records of the Virginian Railway?

A. Yes, sir.

Q. Of the cost of operation which would show the out-of-pocket cost in moving a ton of coal from the mines in the producing region to Princeton?

A. Yes, sir.

Q. And that is set up by sections of the operation?

A. Yes, sir.

Q. Does it also include an estimate based on the cost developed in the operation to Princeton, of the cost of op-[fol. 743] eration to haul a ton of coal from the mines to Deepwater?

A. Yes, sir.

Q. Will you state for the record a general description of the method pursued in arriving at this cost study?

A. I have here a recapitulation.

By Mr. Scott:

Q. Can we have a copy of that so we can follow it?

A. Yes, sir.

Mr. Carmalt: I thought perhaps he could describe it without introducing it into the record. I will offer this in evidence as Defendants' Exhibit No. 30.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 30, Witness Goldblatt," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Mr. Goldblatt, will you point out the process that was employed in arriving at this estimate? In the first place, as I understand it, you break the operation into four parts. You take the operation from the Winding Gulf mines to Elmore.

A. Yes, sir.

Q. Then the road-haul from Elmore to Princeton, the expense at the Elmore yard and the expense at the Princeton yard?

A. Yes, sir, and we summarize that showing the expense per ton of coal from the mines to Princeton. Then we as-[fol. 744] semble that under another heading showing the expense per ton of coal from the Winding Gulf mines to and through Deepwater.

Q. Exactly. Perhaps it is just as well right now to cover how you arrived at the expense to handle a ton of coal from the Winding Gulf mines to and through Deepwater. It appears all of the elements shown on the summary are the same except only the—

A. (Interposing.) Equalization of the mileage.

Q. Equalization of the mileage.

A. Yes.

Q. For the road-haul?

A. Yes, sir.

Q. All of the other elements——

A. (Interposing.) It is all calculated on that Elmore to Deepwater haul. It was calculated on the principle that everything will be equal, Elmore and west.

Q. That is to say, it was assumed in making this estimate to Deepwater that the facilities to handle the traffic there were identical in efficiency with those that are now supplied in handling the traffic to Princeton?

A. That was the consideration I gave in this study, and the physical condition, physical equality, but there is an element of efficiency, too, in the studies I have previously made, which enters into the cost of any project.

Q. Exactly so, but the cost there must be identical with [fol. 745] the cost of moving to Princeton, mile for mile?

A. Mile for mile, facility for facility, etc.

Q. Now, then——

A. (Interposing.) Some time was spent first before we could locate the expense. I did not know what the expense was going to be. It was necessary to prepare a formula. That is really the first thing, and it follows the summary sheet.

Q. The formula is. And it follows the summary sheet?

A. Yes, it follows the summary sheet. Of course, consideration was given to everything pertaining to a correct separation of accounts, in particular where you try to allocate the cost to a particular commodity, and we divided the accounts by different general accounts, and assigned it to each yard, and then we separate the various general accounts to the road movement, and we apply a formula to each group of accounts where they were divisible by the same formula.

Q. You have set out the plan of segregation and allotment of charges to the different accounts in the formula that is here set out?

A. Yes, sir.

Q. Have you then followed——

A. (Interposing.) We follow that with the application of the formula. That reduces it to practically a question of arithmetic.

[fol. 746] Q. We showed where, in order to simplify it in order that everyone may understand it easily—we multiplied—showed the multiplication or division wherever necessary, and made counter references where one figure tied in with the other, etc.

Following the application of the formula we have the underlying figures upon which those calculations were made in arriving at the cost per ton of coal as per the recapitulation we use, an average of 13 months' expenses for the year ended June 30, 1922. We thought at first—we gave that rather serious consideration because we use a period ended June 30, 1922, due to the abnormal conditions in July and August and September, and if we had used July, August and September it would have an effect of increasing the cost per ton of coal. That is understood. We averaged the 12 months for the year ended June 30, 1922, in order to get a monthly average over a period of one year, because conditions alter. We claim that conditions have an effect upon operation?

Q. Just what process did you employ in averaging the 12 months?

A. We took each account. We assembled all accounts, all primary accounts, and used everything pertaining to the territory under review. Some of the accounts involved would not be affected, and we eliminated those from the study, such as crossing signs, in which case I ascertained [fol. 747] first from the superintendent of telegraph and signals or, rather, that comes under Mr. Cora's supervision, whether those facilities are included in the territory, and was advised that they were not, and consequently they were eliminated. Any other expense that did not apply to the period, that is where there might be some large lap-over expense was eliminated.

Q. Then you got down to the actual expenditures.

A. As nearly as we could.

Q. By primary accounts?

A. By primary accounts, by months, and we made a very careful analysis. It lasted over a period of several months.

Q. You divided the total that was left in each account by 12 to make an average for the year?

A. For one year, per month.

Q. Per month.

A. Yes, sir.

Q. What do you mean when you say that you used the month of June, 1922?

A. We used the month of June, 1922—the tonnage for the month of June, 1922, because the month of June, 1922, was the best month we have had, in so far as freight tonnage we had that particular year. Of course, if we had used the average tonnage for the year ended June 30, 1922, it would have given us a higher cost figure. That is self-evident.

[fol. 748] Q. Why did you take the month of June, then, rather than the average of the year?

A. Well, it gave us a very conservative figure, to start with.

Q. You felt that that could not be criticised for any estimate of cost?

A. Yes. We have had experience in different claims, and have found that it is best to be conservative.

Q. You applied the average expense for the year to the tonnage for the heaviest month?

A. The heaviest tonnage month in that particular year.

Q. As a divisor?

A. Yes, sir. I want to add further, the ratio of operating expenses to the revenue for that particular month was the lowest in the past 12 months.

Q. What was that ratio for that month?

A. 51.

Q. That was the operating ratio for June?

A. Yes, sir; 51 and a fraction, but more nearly 51.

Q. The several columns of the formula show how that was gradually brought down?

A. Yes, step by step. We tried to make it just as plain as we could. It is just a question of looking at the formula and applying the figures and the answer is there.

Q. Contained in the summary?

[fol. 749] A. Contained in the summary; all the multiplication and division—whatever is necessary.

Q. You have in the exhibit also included the grounds upon which the work was done?

A. Yes, sir. That is the underlying data. The information that was gathered, of course under my personal supervision, was taken directly from the records, and that followed all the way through. In order to ascertain the vari-

ous elements upon which these divisions were made, or steps, or apportionments, whatever you want to call them, we used the wheel report, for instance, of the car account, in order to separate the loads from the empties, whether coal or other freight, and in order to get the various weights. That is the average loading per car. We went over the period of June, 1922, and took the actual loadings for each series of cars and averaged each series of cars to ascertain the average loading.

Q. All of those processes are carried forward in this formula?

A. They are all shown. We also made a field study to determine whether the certain information gathered was incorrect. It did not look very good to us. From our experience we knew perhaps that it was not correct. We spent 10 days in the field to ascertain that particular thing.

[fol. 750] Q. Wherever anything appeared from the figures not to be normal you went out to the field to make an investigation?

A. And we checked the field records with the car accountants' records to ascertain whether there was—to verify the accuracy.

Q. That brings you down to the final result.

A. That brings us down to the recapitulation.

Q. From which it appears that, worked out in this manner, that you have described, its costs, as an operating cost, without carrying anything for overhead charges at all—

A. (Interposing.) Only taxes, Mr. Carmalt.

Q. It does include taxes?

A. Taxes are included, yes, because I felt in my study that it was almost inseparable from operating expenses.

Q. So that, including taxes but nothing else except operating expenses it costs 35.271 cents per ton out-of-pocket cost to haul the coal from the mines to Princeton yard, to and through Princeton yard?

A. That is correct.

Q. Based on the difference in mileage, and upon the assumption that improvements have been made to put the road to the west in the same condition that it is to the east, you have estimated that the out-of-pocket cost of handling a ton of coal from the mines to Deepwater is 47.221 cents?

3  
9  
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A. 47.221 cents. There was no difference in the assembling cost, as you will notice, that is, from the mines to Elmore.

Q. That involved the same service?

A. That involved the same service.

Q. This does not take into consideration, Mr. Goldblatt, any elements of increased cost that might be brought about by the increase in the complexity of the operation to which Mr. Gore has testified?

A. No, sir. This is a highly efficient operation.

Q. This is the best operation the Virginian Railway has had, or approximately so; certainly during the past year?

A. That Virginian Railway always has a good operation, as a general proposition, but it was unusually good in that particular month, because the tonnage was so high.

Q. Then you believe from the careful study that you have made in preparing those figures that the estimated out-of-pocket cost of 35 and a fraction cents to Princeton and 47 and a fraction cents to Deepwater is a very conservative figure?

A. Yes, sir, I think it is very conservative.

Mr. Carmalt: You may cross-examine.

Mr. Scott: I have no questions right now. I presume that Mr. Goldblatt will be available a little later if I want to ask him some questions?

Examiner Hunter: Mr. Goldblatt will remain until the end of the hearing?

[fol. 752] Mr. Carmalt: Yes, sir.

Examiner Hunter: Very well.

Mr. Carmalt: I have a statement here which I wish to introduce in evidence as Defendants' Exhibit No. 31.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 31, Witness Goldblatt," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Mr. Goldblatt, Exhibit No. 31 has numbered sheets. Will you state what is contained on sheet 1 of the exhibit, and from whence you get your information? This was compiled under your supervision?

A. I compiled it myself, personally. This is a statement showing the expenditures for additions and betterments and equipment by years for 1916 to 1921, inclusive, and for the 9 months ended September 30, 1922. And it also shows the approximate amount of bonds that could be taken down on these expenditures under the first mortgage.

Q. It also shows the remainder which cannot be provided for the bond issue under the mortgage, and which must be supplied out of earnings in some fashion?

A. Yes, sir. That is a dead loss, so far as reimbursement to the treasury is concerned.

By Examiner Hunter:

Q. It stands back of the stock?

Mr. Carmalt: It stands back of the stock.

[fol. 753] The Witness: I have reference to the cash reimbursements to the treasury.

By Mr. Carmalt:

Q. Sheet 2 is a statement showing the estimated requirements, covering fixed charges and rents for leased roads, for the year ended December 31, 1923, isn't it?

A. Yes, sir.

By Mr. Knight:

Q. One leased road?

A. One leased road.

By Mr. Carmalt:

Q. You had two leased roads in there, originally, and have taken one out because the net result of its operation was not to make a draft upon the Virginian Railway's revenues?

A. Yes, sir.

Q. So that this statement shows that on the present capitalization, and I mean on the present fixed charges including the dividend on the preferred stock, together with the rent of the Virginia & Western Railway it aggregates \$4,704,575 per year?

A. Yes, sir.

Q. The next sheet is a comparative statement of additional investment necessary to provide equipment and facilities to carry 2,000,000 additional tons of coal on the Virginian Railway, the first set of figures being the westbound requirements and the second set of figures being the east-[fol. 754] bound requirements.

A. That is correct.

Q. In case the traffic should move one way or the other.

A. Yes, sir.

Q. And the fourth page is a statement purporting to show the money outlay in the purchase of 5,000 steel coal cars, 12 locomotives and 8 caboose cars.

A. Yes, sir. It also shows the cash outlay for the first year. That is in the lower bracket.

Q. And in the lower bracket you show the cash outlay required for the first year.

A. Yes, sir.

Q. And on the final sheet, sheet 5 of the exhibit, you have a statement purporting to show the money outlay in the purchase of 2,000 steel coal cars, 12 locomotives, and 8 caboose cars?

A. Yes, sir.

Q. Together with a statement in the lower bracket showing the cash outlay during the first year with respect to the purchase of such equipment.

A. Yes, sir.

Q. These figures which you have set out in the exhibit are an accurate statement and compilation to show what each sheet purports to show?

A. Yes, sir. Everything is taken from the books of account-[fol. 755] counts, with the exception of the—of course, this purchase of equipment, that is also taken from our latest experience, in the purchase of the last lot of equipment, totaling something over \$7,000,000, and the remainder of the figures are a matter of record.

Mr. Carmalt: That is all.

Cross-examination.

By Mr. Scott:

Q. Do you know when the Virginian Railway purchased its last cars? Do you have a memorandum of that, and the prices that it paid for them?

A. I can tell you the year and the date we purchased—that is, the order was placed in 1920, and they were delivered during 1920 and 1921. They averaged in round figures, \$6,332 per car, or a total of \$6,332,000. That is in round figures.

Mr. Scott: That is all.

Mr. Carmalt: That is all.

(Witness excused.)

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Mr. Carmalt: I will call Mr. Saunders.

W. S. SAUNDERS was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Carmalt:

Q. Mr. Saunders, what is your name and address, please? [fol. 756] A. W. S. Saunders, Norfolk, Va.

Q. What is your official relation with the Virginian Railway?

A. General Freight Agent.

Q. Have you prepared a map, Mr. Saunders, showing the eastbound traffic situation of the Virginian Railway?

A. Yes, sir.

Mr. Carmalt: I should like to introduce that map in evidence, Mr. Examiner, as Defendants' Exhibit No. 32.

Examiner Hunter: It will be received in evidence.

(The map referred to was received in evidence, marked "Defendants' Exhibit No. 32, Witness Saunders," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Mr. Saunders, I overlooked asking you to state for the record your traffic experience before discussing the map.

A. I was in the traffic department of the Norfolk & Western Railway from March, 1891, until June, 1909, and with the Virginian Railway since the latter date.

Q. And in the course of your experience with the Virginian Railway you have become familiar with the traffic situation on that railway?

A. I have.

Q. In connection with Exhibit No. 32, will you point out [fol. 757] the salient features of that map as illustrating the eastbound traffic situation on the Virginian Railway?

A. As pertains to coal?

Q. First as pertains to all traffic, and just in a very general way, and then, if you will, confine the rest of your statement to the coal situation.

A. As to general traffic, the Virginian Railway does a local, through and overhead business.

Q. By "overhead," you mean business coming from the west passing over the Virginian Railway to various junctions, and then delivered to other lines for further transportation?

A. Yes, sir, where the Virginian Railway is the bridge line, in both east- and west-bound directions.

It engages in the general handling of traffic from the west to what is known as the Carolina territory, and in the reverse direction from the Carolina territory to the west. Also from points in the New England and Trunk Line territories to stations on its own line via the Norfolk gateway, and to points on such feeder lines, as the Kanawha, Glen Jean & Eastern, and in the reverse direction from its stations to the Trunk Line and New England territories.

It also handles traffic from the Virginia cities not located directly on its line, such as Richmond, Petersburg, and Lynchburg, to and from its stations.

Q. Coming down to the coal situation, will you show by [fol. 758] this map the territory served locally and by joint through rates from the coal mines on the Virginian Railway to various destinations shown on the map?

A. The Virginian Railway publishes rates on coal between all points on its own line. It publishes rates on coal eastbound from its mines to Sewells Point for transshipment, and to what is known as the Carolina territory through the gateways of Roanoke, Altavista, Brookneal, Meherrin, Alberta, Jarratt, and Suffolk, and Norfolk.

It also publishes eastbound rates to points north of its line, located on the Southern Railway, north of Altavista

to and including Alexandria and Potomac Yard; to points on the Southern Railway through Richmond to and including West Point; to points on the Seaboard Air Line and the Atlantic Coast Line, to Petersburg, Richmond and intermediate stations; and to points on the Richmond, Fredericksburg & Potomac Railroad to and including Alexandria and Potomac Yard, and to points on the New York, Philadelphia & Norfolk Railroad, now the Pennsylvania Railroad, to and including Delmar, which is the northern terminus of what was formerly the New York, Philadelphia & Norfolk Railroad.

Q. Then, generally speaking, the mines from the Virginian Railway have through rates available, joint rates available, for the distribution of their coal to eastern inland territory, except in connection with the Chesapeake [fol. 759] & Ohio Railway from Alexandria to points in the Carolinas, and further south in as much freedom of movement as have the mines on the Chesapeake & Ohio Railway located in the New River District?

A. That is true. The rates from the Virginian mines are the same as from the corresponding districts, that is, the New River and Pocahontas districts of the Chesapeake & Ohio and the Norfolk & Western, except in cases of stations located on the Chesapeake & Ohio such as Charlottesville; we publish rates to Charlottesville and to Gordonsville, and Orange, but they are higher than the rates of the Chesapeake & Ohio direct.

Q. How much higher are they than the rates published from the Chesapeake & Ohio mines to those points?

A. About 30 cents per ton, in round figures.

Q. You do not publish rates to Washington?

A. We do not publish rates to Washington, nor to any point north of the Potomac River.

Q. Is there anything else that you want to say about this exhibit for the record?

A. I think that about covers it.

Q. Have you prepared a statement showing the comparison of rates and distances from mines on the Virginian Railway, indicating the ton mile earnings thereon to destinations north of the Ohio River?

[fol. 760] A. I have prepared such a statement showing the rate from Hot Coal, W. Va., to certain typical points north of the Ohio River.

Q. And there is shown thereon the tariff references for the rates?

A. There is shown thereon the factors in making the through rates from Hot Coal, W. Va., to the typical points of destination, the total rate, the total miles, and the rates per ton per mile in mills, and also the tariff authorities.

Mr. Carmalt: I wish to offer that in evidence as Defendants' Exhibit No. 33.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 33, Witness Saunders," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. The combination rate, as you compute it, shown on this exhibit, is made through Pemberton?

A. Yes, sir, through Pemberton, W. Va.

Q. Is there anything about the exhibit that needs explanation, or does it speak for itself?

A. As explained, the rates shown herein are the sums of the rates applying to and from Pemberton.

Q. The rate from Hot Coal to Pemberton published by the Virginian Railway is carried in the mileage distance tariff of the Virginian Railway?

[fol. 761] A. Yes, sir.

Q. And the aggregate amount of it is \$1.14?

A. \$1.14 per net ton of 2,000 pounds.

Q. Have you prepared another exhibit, Mr. Saunders, and if so, will you state what it is?

A. I have also prepared an exhibit which I wish to offer in evidence as Exhibit No. 34.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 34, Witness Saunders," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. You show a certain point of origin on this exhibit which I have not been able to make out from my copy.

A. I show in this exhibit the rate on bituminous coal, earload, from Branchton, Pa., on the Bessemer & Lake Erie Railroad, to Perth Amboy, N. J.

Q. Will you state why you selected this point of origin and this destination in preparing this exhibit?

A. I selected this point of origin and destination because they were among the points of origin and destination involved in the complaint before the Interstate Commerce Commission in Docket No. 11169, National Fireproofing Company, vs. Director General, as Agent, Pennsylvania Railway Company, et al.

[fol. 762] Q. Where is that case reported in the Commission's reports?

A. 62 I. C. C. 49.

By Mr. Scott:

Q. 49, you say?

A. 49.

By Mr. Carmalt:

Q. In that case did the Commission approve the combination rates from Bessemer & Lake Erie points to Perth Amboy, N. J.?

A. They did.

Q. Is there anything else that you think should be said about this exhibit?

A. No, sir.

Q. I notice, Mr. Saunders, you put a junction point here at Butler, Transfer, and I take it the haul on the Bessemer & Lake Erie is from Branchton, Pa., to Butler Transfer.

A. Yes, sir. The Bessemer & Lake Erie handles the shipments covered by this complaint to Butler Transfer, where they were delivered to the B. R. & P. Railroad, which handled them to Clearfield, Pa., and thence via the New York Central to Newberry Junction, Pa., and thence by the Philadelphia & Reading to Mt. Carmel Pa., and by the Lehigh Valley beyond.

Q. As I understand it—

A. (Interposing.) I would like to explain, please, if I may.

Q. Yes, sir.

A. I would like to explain that this is, so far as I have been able to determine, the shortest possible route from [fol. 763] Branchton, Pa., to Perth Amboy, N. J.

Q. It is not shown in the decision of the Commission whether the traffic moved by the route that you have pointed out here.

A. Some of it moved by this route and some moved by a route which included the Pennsylvania Railway intermediate to the New York Central, and the P. & R., which involves a slightly longer route.

Q. As I understand it, there are group rates published from mines on the B. R. & P. Railroad on which Butler Transfer is located, as a group to the eastern seaboard. Is that true?

A. Butler Transfer is located in the same general coal district as Branchton, Pa. The B. R. & P., however, does not reach Branchton, Pa. This point is a local station on the Bessemer & Lake Erie.

Q. No rates are published from their field, from mines located on the Bessemer & Lake Erie to the eastern seaboard?

A. There are through rates published from Branchton, Pa., through the northern junctions of the Bessemer & Lake Erie Railroad in connection with the New York Central to New York City, but there are no through rates published from Branchton, Pa., to eastern points of any of its southern connections. The movement in this case involved a southbound haul over the Bessemer & Lake Erie Railroad.

[fol. 764] Q. Do the rates over the northern junctions carry to Perth Amboy, N. J., for example?

A. They do not.

Q. They carry only to New York City?

A. And intermediate points on the New York Central.

Mr. Carmalt: I have no further questions of Mr. Saunders.

## Cross-examination.

By Mr. Scott:

Q. I was just going to ask Mr. Saunders if he is personally familiar with the transportation situation up in that territory, or are you speaking now, Mr. Saunders, from information which you obtained from the Commission's decision?

A. I have obtained this information from the Commission's decision, as I have testified to here. I have personally ascertained that there are no through rates published from mines in what is known as the Mercer-Butler District on the Bessemer & Lake Railroad via the B. R. & P. Railroad or the Pennsylvania Railroad, or via any of the other Southern junctions to the eastern seaboard.

Q. What information you have, I take it, then, is obtained from the Commission's decision, and your research of the tariffs?

A. Yes, sir.

Mr. Scott: That is all.

Mr. Carmalt: That is all.

(Witness excused.)

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[fol. 765] Mr. Carmalt: I will call Mr. Adsit.

S. M. ADSIT was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination:

By Mr. Carmalt:

Q. Have you given your name and address to the reporter?

A. My address is Norfolk. I have given my name.

Q. What is your official connection with the Virginian Railway?

A. Traffic Manager.

Q. How long have you been Traffic Manager of the Virginian Railway?

A. March 1, 1921.

Q. What was your position before that time?

A. General freight and passenger agent of the Virginian Railway.

Q. You have been in charge of the traffic department of the Virginian Railway for how long a period?

A. Fifteen years—a little over—since May 1, 1907.

Q. And that was before the Virginian Railway was open for traffic, as I recall—

A. (Interposing.) For through traffic. Several parts at that time had been connected up.

[fol. 766] Q. That was before it entered into the Eastern seaboard traffic?

A. That was before it entered into the Eastern seaboard traffic, yes, sir.

Q. Throughout its history you have been familiar with the development—

A. (Interposing.) Yes, sir.

Q. —from a traffic standpoint?

A. Yes, sir.

Q. In this complaint, Mr. Adsit, there are allegations that certain trackage agreements work to the detriment of this complainant, beginning with the arrangement under which the Chesapeake & Ohio is given trackage rights to reach a mine at Weirwood, W. Va. Have you copies of the contract under which that arrangement was entered into?

A. Yes, sir, and some other arrangements.

Q. As I understand it, that contract covers not only the arrangement at Weirwood, but at very many other mines?

A. Yes, sir. There is a map in the back of that contract that covers the joint track, but here is a larger one—

Mr. Carmalt (interposing): Just one minute. We will get a little bit confused. The trackage agreement and its accompanying operating agreement are offered in evidence as Exhibit No. 35.

Examiner Hunter: It will be received in evidence.

[fol. 767] (The paper referred to was received in evidence, marked "Defendants' Exhibit No. 35, Witness Adsit," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Have you prepared a map showing the coal field and the joint mines that are served in the field?

A. Yes, sir, taking all the mines north—all the mines.

Mr. Carmalt: I offer that in evidence as Defendants' Exhibit No. 36, Mr. Examiner.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 36, Witness Adsit," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Mr. Adsit, this map covers all the mines served by the Virginian Railway, or the field in which all the mines are located on the Virginian Railway, does it not?

A. Yes, sir.

Q. And the line of the Virginian Railway is shown, or, rather, has the line of the Virginian Railway been colored in accordance with the legend so as to indicate the various sections of track that are covered by the trackage agreement, not only the sections of the Virginian Railway, but also of the Chesapeake & Ohio?

A. Yes, sir.

Q. Is there also shown on the map the Kanawha, Glen Jean & Eastern Railroad?

[fol. 768] A. Yes, sir.

Q. As shown by the legend at the bottom of the map. The legend shows whether the mines are served exclusively by the Virginian Railway, served exclusively by the Chesapeake & Ohio Railway, served jointly by the Virginian Railway and the Chesapeake & Ohio Railway; mines on the Kanawha, Glen Jean & Eastern from which joint through rates apply in connection with the Virginian Railway, and mines on the White Oak Branch of the Chesapeake & Ohio, to which the Virginian Railway has reserved trackage rights.

A. Yes, sir.

Q. Can you describe the trackage that is covered by the agreement which you have offered in evidence as Exhibit No. 35?

A. Yes, sir.

Q. I am not sure that all of them are covered in the complaint. Suppose we take the complaint as the originating proposition and show the line that is covered by the arrangement under which the Weirwood mine is served.

A. Weirwood is shown on the map as the red dot below Pax, on the main line of the Virginian Railway. I think that is yellow—that color there.

Q. Just below the intersection of the Glen Jean Railroad?

A. Yes, sir.

Q. Is that covered by the agreement that you have introduced in evidence as Exhibit No. 35?

A. Yes, sir.

Q. Under that agreement the Chesapeake & Ohio is allowed trackage rights to get to the Weirwood mine?

A. Yes, sir.

Q. And the Weirwood mine is published in the tariffs of the Virginian Railway as a mine on its own railroad?

A. It is, yes, sir.

By Examiner Hunter:

Q. Is that the only mine affected, then, between Oak Hill Junction and Pax?

A. Yes, sir. That is the only mine that is served on that joint track arrangement.

By Mr. Carmalt:

Q. What is the line in yellow running from Oak Hill Junction to Pax?

A. That is the main line of the Virginian Railway over which the Chesapeake & Ohio has been granted trackage.

Q. That is, the arrangement that reaches the Weirwood mine?

A. Yes, sir. That is covered in Article 3 on page 7 of this trackage contract.

Q. The next point in the complaint is the line from Carlisle to and including Lochgelly. Is that covered in the contract, Exhibit No. 35?

A. Yes, sir. That is the White Oak Railway, or was.

Q. That railroad, as I understand it, from Exhibit No. 35, was formerly owned by the New River Company, was it not?

[fol. 770] A. It was called the White Oak Railway Company, and the New River Company was a holding company that operated it.

Q. What other parts of the lines that are shown on the map were also called the White Oak Railway?

A. The line extending from Oak Hill Junction around to Lochgelly and down to Oakwood, as it is shown here. That was the White Oak Railway. The line from Oak Hill over to Oak Hill Junction was built by the White Oak Railway after the Virginian Railway was built.

Q. So that railroad did not originally connect with the Virginian Railway. Did it connect with the Chesapeake & Ohio?

A. Yes, at a point called Carlisle. It is about the same point as where Oakwood is shown. You can see the junction point of the White Oak Railway and the Chesapeake & Ohio Railway called Oakwood. Then there was a Price Hill Branch.

Q. Where was that?

A. That is a connection, so far as the Virginian Railway is concerned, with the Glen Jean Railroad. You will see Price Hill on the map indicated by a red dot.

Q. Yes.

A. That was part of the White Oak Railway.

Q. Run down from Price Hill—

A. (Interposing.) From Sugar Creek Junction to Price Hill.

Q. Was there any other railroad in that contract arrangement [fol. 771] ment as between the New River Company and the Virginian Railway and the Chesapeake & Ohio?

A. The Piney River & Paint Creek Railroad.

Q. That is described on the map as running from—

A. (Interposing.) It runs from Beckley Junction through Beckley to Cranberry, or Prosperity, the Cranberry mine No. 1.

Q. It connects at Beckley Junction with the Chesapeake & Ohio Railway?

A. The Piney Branch of the Chesapeake & Ohio Railway.

Q. And the trackage right that is granted in connection with the Piney River & Paint Creek Railroad extends, as shown by the color in red, from Beckley mine through Raleigh down to Pemberton, where it connects with the Virginian Railway. Is that true?

A. Yes, sir. The northern point—the terminus of that joint track is Westwood.

Q. There was another railroad track that was taken into the joint arrangements under the contract of which you speak.

A. There was a mile of track at Glen White Junction that the Virginian Railway granted trackage to the Chesapeake & Ohio Railway to get to the Glen White mine.

Q. That is a mine located on what part of the railroad?

A. Do you see Glen White?

Q. That is the piece of track colored in yellow?

A. Yes, sir.

[fol. 772] Q. And that is Virginian Railway track?

A. That is Virginian Railway track.

Q. And the track beyond that that runs out to the mine at Glen White is owned by the E. E. White Coal Company?

A. Those tracks are owned by the E. E. White Coal Company.

Q. There are two mines colored in red which you have not given reference to, the Dunloup mine. Is that mine located on a track of the Virginian Railway?

A. No, sir, that Dunloup mine has a Chesapeake & Ohio connection, and a Glen Jean connection.

Q. It has a connection from each railroad, a separate connection?

A. Yes, sir.

Q. That is covered in this trackage agreement?

A. No, sir.

Q. The Dunloup mine does not need an agreement? It gets the separate service from each railroad?

A. That is on the Glen Jean Railroad.

Q. It gets the separate service from the Glen Jean Railroad on the one hand and the Chesapeake & Ohio on the other, by an independent operation?

A. Yes, sir. The rates from Dunloup, so far as the Virginian Railway are concerned, are published in connection with the Glen Jean Railroad.

By Mr. Knight:

Q. Is what you have just said regarding Dunloup also true of the Price Hill?

[fol. 773] A. The Virginian Railway uses the Glen Jean Railroad to get from Price Hill to the Virginian Railway's

main line. The Glen Jean is an overhead line. The Virginian Railway has trackage on that Price Hill Branch.

Mr. Scott: That has no connection with the Glen Jean, the Price Hill mine.

Mr. Carmalt: The Price Hill mine has no connection with the Glen Jean.

The Witness: But the Price Hill Branch has a direct connection with the Glen Jean Railroad.

Mr. Scott: Yes.

By Mr. Carmalt:

Q. So there are three mines, numbered 3, 5 and 6, with the general description of Eccles. Are these mines covered by the agreement?

A. No, sir.

Q. Exhibit No. 35?

A. No, sir.

Q. Are those mines located on the track of the Virginian Railway?

A. Not directly. They are located on the tracks owned by the coal company, the New River Collieries Company. Both the Virginian Railway and the Chesapeake & Ohio have direct connection with those tracks, independent.

Q. Those three mines are served by the independent operation of each of the railroads?

[fol. 774] A. The Virginian Railway happens under the working agreement to do the switching there, but they are on the independent tracks of the coal company.

Q. There are certain mines running down the Winding Gulf Branch, the Tams mine, the Stotesbury mine and the MacAlpin mine. Are those mines served independently by each railway, the Chesapeake & Ohio and the Virginian Railway?

A. Yes, sir.

Q. They are not covered by any trackage agreement?

A. No, sir.

Q. There are three mines, one the Pemberton mine, one the Beards Smokeless, and one at Sullivan, which apparently are located on the Chesapeake & Ohio Railway's track. Are they served by both railways independently?

A. Yes, sir. They have an independent connection with the two lines.

Q. So that there is no question of tracking agreement as to those mines?

A. No, sir.

Q. Then the only ones remaining are the Stone Coal Branch mines. Before we get to the Stone Coal Branch mines, are there any other that I have overlooked here, Mr. Adsit?

A. The Whipple and Scarboro.

Q. Those are covered by what section of the contract?

A. Section 6, Article 1, on page 4 of this agreement.

[fol. 775] Q. Then there are mines Nos. 3 and 4. I assume those are the Helen mines 3 and 4?

A. Yes, sir.

Q. What is the fact with respect to them? Are they covered by the agreement?

A. No, sir.

Q. Are they served by the Chesapeake & Ohio Railway?

A. Yes, sir.

Q. How do they become joint mines? Do they have track connections also with the Virginian Railway, mine tracks?

A. The coal company owns their tracks serving the mines and the Virginian Railway and the Chesapeake & Ohio Railway have independent connections each.

Q. Then the coal company owns that line that is shown running down to the two lines of railway, itself?

A. Yes, sir.

Q. From the mines?

A. Yes, sir.

Q. Is there a joint arrangement at Helen No. 5 mine?

A. No, sir.

Q. Have you a copy of the working agreement of which you spoke?

A. I haven't that agreement, the working agreement.

Mr. Carmalt: Mr. Williamson put into the record, as an exhibit a letter from Mr. Bronson, which was accompanied [fol. 776] by what purported to be the working agreement, as I recall it.

Mr. Scott: That is right.

By Mr. Carmalt:

Q. Is it your understanding that working agreement correctly represented the arrangements as of that time, but that it is changed from time to time as operating conditions arise to make that necessary?

A. I read that agreement over and found it substantially correct, covering today's conditions. The one exception I noticed was reference to Eccles. That working agreement showed Eccles as Virginian Railway tracks, which is not a fact. They are the coal company's tracks.

Q. They are the coal company's tracks?

A. Yes, sir.

Q. And have connection with both railroads?

A. Yes, sir.

By Mr. Knight:

Q. And the coal company maintains those tracks?

A. And the coal company maintains those tracks. They are owned and maintained by the coal company.

By Mr. Scott:

Q. Does the Virginian Railway still do the switching there?

A. Yes, sir.

By Mr. Carmalt:

Q. The Stone Coal Branch is not covered by this agreement at all, is it?

A. No. The Stone Coal Branch is covered by an independent agreement.

Q. Have you a copy of that agreement with you?

A. Yes, sir.

Mr. Carmalt: Mr. Examiner, we offer this in evidence as Defendants' Exhibit No. 37.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 37, Witness Adsit," and the same is forwarded herewith.)

By Examiner Hunter:

Q. This Exhibit No. 35, wherever there are trackage rights is it to reach all mines on the track involved, or is it limited to certain specified mines?

A. Why, speaking generally, it reaches all the mines on that track. Take White Oak, it takes in all the mines on the White Oak Railway. It takes in all the mines on the joint track used to reach the Piney River & Paint Creek Railroad.

Q. Then there are no mines between Oak Hill Junction and Pax?

A. There is one mine, but that is a joint mine. It is a Long Branch mine.

Q. Is that excluded from the terms of the trackage agreement, or how does it come it is not reached under the trackage agreement?

A. The trackage agreement takes care of it provisionally. So far as the Virginian Railway is concerned, it is a matter [fol. 778] for determination on the part of the Chesapeake & Ohio under that contract.

Q. The contract will speak for itself.

A. Yes, that will explain that.

By Mr. Carmalt:

Q. This contract covers the operation of the Stone Coal Branch of the Virginian Railway. This branch was built by the Virginian Railway, as you understand the situation?

A. My understanding of the situation is that it was built by the Virginian Railway. I think the contract shows that the Virginian Railway built the line.

Q. Has the title to it?

A. It has the title to it, and is the owner line.

Q. As recited in the contract, it entered into an operating agreement with the Chesapeake & Ohio in order to prevent the duplication of railroad building, so that the Chesapeake & Ohio has been given trackage rights, or the right of access to each of the mines located on that branch?

A. Yes, sir. The idea in the building of the Stone Coal Branch, as I understand it, was both lines would build up that creek and instead of having two tracks, parallel tracks, one owned by each company, they joined in the building.

The Virginian Railway furnished the money for building it, as you will see by the contract, and the Chesapeake & Ohio pays 3% interest on the money spent in building the [fol. 779] track, and one-half of the taxes. There is nothing provided in this contract with reference to the manner of operating, the way it is being operated now, that is the Virginian Railway does the actual work in the shifting of the cars.

Q. That is covered in the working agreement?

A. Yes, sir.

Mr. Carmalt: I am going to ask Mr. Knight to develop the facts with reference to this situation, because he was living with it along with Mr. Adsit at the time, and probably can save some time in that way.

By Mr. Knight:

Q. The Stone Coal agreement which has been filed as Exhibit No. 37, dated the 10th day of May, 1915, was made after the Virginian Railway and the Chesapeake & Ohio Railway had done considerable parallel construction in this field, was it not?

A. Yes, sir.

Q. And after the Chesapeake & Ohio Railway had paralleled the Virginian Railway Winding Gulf Branch from the mouth of Soap Creek near Pemberton down as far as the mouth of Stone Coal Creek?

A. Yes, sir.

Q. And at the time that arrangement was made each of the railway companies had locations, conflicting, more or less, up Stone Coal Creek?

A. That is my understanding, yes, sir.

[fol. 780] Q. It was certain that each railroad would build an independent line unless a combination was made whereby one or the other should build and one not building should have trackage rights.

A. That is a fact.

Q. And it was to avoid duplicate construction that that agreement was made?

A. Correct.

Q. Is it within your knowledge that very shortly after the piece of line of the White Oak Railroad as it was then, was

built from Oak Hill to what is marked now "Oak Hill Junction" on this map, and connecting the White Oak Railroad with the Virginian Railway, a traffic arrangement was entered into between the White Oak Railroad and the Virginian Railway?

A. Yes, sir, such an arrangement was entered into.

Q. That arrangement, roughly speaking, gave the White Oak Railroad an outlet over the Virginian Railway with through routes and joint rates, the White Oak Railroad receiving 10% of the Virginian Railway's rate or share of any rate to destinations on other roads beyond the Virginian Railway?

A. That is right.

Q. Shortly after that arrangement was made between the White Oak Railroad and the Virginian Railway the Chesapeake & Ohio, for a short time had a similar arrangement with the White Oak Railroad, did it not?

[fol. 781] A. I believe so. I do not speak—

Q. (Interposing.) Do you remember that the arrangement was the subject of protracted investigation and several reports by the Commission?

A. Yes, sir.

Q. Investigation of allowances by the Virginian Railway and the Chesapeake & Ohio to the Glen Jean?

A. That is right.

Q. The Chesapeake & Ohio division of rates was withdrawn shortly after it was initiated and shortly after the investigation proceeding was started, was it not?

A. It seems to me it was. I won't undertake to be positive.

Mr. Scott: I suggest that you just be sworn, Mr. Knight, and tell this story. It is perfectly satisfactory to us. I think that would be more satisfactory to everybody, because Mr. Adsit does not seem to be very familiar with what you are talking about. I do not object to your leading the witness.

Mr. Knight: I have no objection, your Honor, to testifying.

Examiner Hunter: Very Well.

(Witness excused.)

E. W. KNIGHT took the stand as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

The Witness. Shortly after the arrangement that has [fol. 782] been mentioned between the White Oak Railroad and the Virginian Railway was entered into, the Virginian Railway leased what was then the Piney River & Paint Creek Railway, agreeing with the Piney River & Paint Creek Railway substantially (I am speaking without a recent examination of the agreement) that it would endeavor to get trackage rights over the Chesapeake & Ohio Railway and make an immediate connection or immediately begin to handle business from the Piney River & Paint Creek Railway, and that if it failed to get such trackage rights it would promptly build from Pemberton up to a point near the Pemberton terminus of its then Winding Gulf Branch, to the connection near Mabscott with the Piney River & Paint Creek Railway.

The rental paid under the lease represented, or was intended to represent, and I think did represent fairly 6% interest on the cost of the line.

The Virginian Railway, after getting this lease, presented the matter to the Chesapeake & Ohio Railway, and offered to the Chesapeake & Ohio Railway to sublet an undivided half interest in the Piney River & Paint Creek line to the Chesapeake & Ohio in consideration of trackage rights on the line from Pemberton to Westwood, or thereabouts from Pemberton to a connection. That resulted in negotiations between the parties in which the original trackage requested by the Virginian Railway was somewhat extended because [fol. 783] the Chesapeake & Ohio Railway desired to get trackage rights over the Virginian Railway to reach the Weirwood mine, which has been spoken of.

The negotiations moved rather quickly, and it is my recollection that in 1912 and a few months after the lease of the Piney River & Paint Creek Railway had been made, an agreement was entered into between the Chesapeake & Ohio, whereby the Chesapeake & Ohio gave the Virginian Railway *gave the Virginian Railway* trackage rights from

Westwood to approximately Sullivan, over that piece of track in there, the trackage rights between Pemberton and Sullivan having since been surrendered by the Virginian Railway, and the Virginian Railway gave the Chesapeake & Ohio trackage rights from Oak Hill Junction to Weirwood.

In connection with that matter the sharing, so to speak, of the lease of the Piney River & Paint Creek, the two companies leased jointly, that is, the Chesapeake & Ohio and the Virginian Railway, from the White Oak Railway Company, the White Oak Railway as it then existed. Those leases were dated in 1912, ran for 5 years, and expired, I think, in the fall of 1917.

Some time before the expiration of this lease negotiations were entered into between the Chesapeake & Ohio and the Virginian Railway on the one side and the owners of the two railway companies on the other, both of them, I may add, being controlled by the same interest, which [fol.784] resulted in the purchase of the two railroads at substantially the cost. They were purchased at, as I recall, substantially the amount upon which the trunk lines had been paying 6% interest, in the way of rental.

The Chesapeake & Ohio, in the purchase, took and paid for the Price Hill Branch of the White Oak Railway running from the junction, Sugar Creek, Junction, I believe they call it, south, generally south, to Price Hill, and took the Piney River & Paint Creek.

The Virginian Railway took the White Oak Railway and the Wolf Creek Branch. That is the line of railway running from Lochgelly to Oakwood, and with the connecting branch from the Virginian Railway running from Oak Hill to Oak Hill Junction.

The money payment by the two trunk line carriers was, I think, substantially, if not almost equal. I believe it was about \$375,000 in each case. It was agreed at the time that the purchase was made that the reciprocal trackage agreements should continue, and they are set forth in an exhibit which has been filed here.

As I recollect it, at the time that agreement was made, late in 1917, under the new situation, the small lines having passed into the ownership of the larger ones, the Virginian Railway still enjoyed trackage rights from Pember-

[fol.785] ton or thereabouts to Sullivan over the Piney Creek Branch of the Chesapeake & Ohio. But, subsequently, the Virginian Railway built what is called its Piney Creek Extension of its Winding Gulf Branch, extending on south and up Piney Creek to Fireco, and the other stations and mines shown there, and it then surrendered its trackage rights south of Pemberton, and made direct connection with the Sullivan mine, and I think with Beards Smokeless mine, also shown there.

(Discussion off the record.)

The Witness: I think I might add this, that after the trackage agreement was made between the Chesapeake & Ohio and the Virginian Railway (I am referring now to the earliest agreement; the one made in 1912, pertaining to the White Oak and Piney River & Paint Creek railroads) it was agreed that for convenience and for economical operation, instead of each railroad exercising its trackage rights over the other, that the roads in some cases, and perhaps in all cases, should do switching for one another. My impression is that for a time we did exercise our trackage rights. I know the Virginian Railway in respect of its passenger trains always exercised its trackage rights, and I think that we did for a time with respect to our freight trains, but, finally, the operating departments thought they could simplify things and economize if on one portion of the joint track they did the switching—the Chesapeake & Ohio [fol.786] did the switching for the Virginian Railway, and on the other portion the Virginian Railway did the switching for the Chesapeake & Ohio.

When the agreement which has been introduced with reference to the Stone Coal Branch was made and the Stone Coal Branch built it is my impression they had a similar operating agreement whereby one company did the switching from the beginning, or practically from the beginning, there.

By Mr. Scott:

Q. Was there an exercise of trackage rights over the Stone Coal Branch at one time?

A. My impression is that from the beginning, or practically from the beginning, in lieu of the Chesapeake & Ohio

Railway running its locomotives there it paid us for switching.

Q. You do not know how long a period those trackage rights were exercised by each company?

A. No, I do not, but I do not think that it continued very long.

(Witness excused.)

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S. M. ADSIT, a witness previously sworn and examined on behalf of the defendants, resumed the stand and testified further as follows:

Direct examination (cont'd).

By Mr. Carmalt:

Q. Have you copies of any other contracts that have not been covered by your testimony and Mr. Knights' testimony [fol. 787] with respect to joint mines?

A. No, sir.

Q. Have you the contracts and arrangements under which the track of the Gulf Coal Company was built at the Hot Coal mine?

A. Yes, sir.

Mr. Carmalt: The first of these agreements has appended the title or description "Tonnage Agreement Between the Virginian Railway and the Gulf Coal Company, dated September 23, 1908." I should like to offer that in evidence as Exhibit No. 38.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 38, Witness Adsit," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Then you have another exhibit. What is that entitled?

A. That is a deed conveying to the Virginian Railway right of way for tipple tracks.

Mr. Carmalt: This is the deed between the Gulf Coal Company and the Virginian Railway Company, dated December 15, 1909, conveying to the Virginian Railway Company right of way required for side-track to tipple of the Gulf Coal Company at Paterson, Mile Post 17.43, Raleigh County, West Virginia.

I should like to introduce that in evidence as Exhibit No. [fol. 788] 39.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 39, Witness Adsit," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Have you a copy of the agreement between the Gulf Coal Company and the Virginian Railway Company, dated January 6, 1910, covering the mine track layout at Paterson mile post 17.43, Raleigh County, West Virginia?

A. Yes, sir.

Mr. Carmalt: I will introduce that in evidence as our Exhibit No. 40, Mr. Examiner.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 40, Witness Adsit," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Is Paterson the point that is now called Hot Coal?

A. Yes, sir, this is the same mine.

Q. These three agreements cover the arrangements under which the Virginian Railway is operating the mine tracks of the Gulf Coal Company at Hot Coal?

A. They are.

Mr. Carmalt: Mr. Examiner, we want to ask Mr. Adsit some questions about the general traffic situation as affected [fols. 789 & 790] by this complaint, but as it is getting late I assume that we had better take a recess until tomorrow.

Examiner Hunter: Very well. What hour would you like to convene in the morning?

Mr. Carmalt: I think that ten o'clock would be satisfactory.

Examiner Hunter: We will recess until 10:00 o'clock tomorrow.

(Thereupon, at 6:45 p. m. adjournment was taken until 10:00 a. m. November 15, 1922.)

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[fol. 791] (The hearing was resumed at 10:00 o'clock a. m., pursuant to adjournment, before Examiner W. R. Hunter.)

Appearances: As heretofore noted.

### Proceedings.

#### COLLOQUY BETWEEN EXAMINER AND COUNSEL

Examiner Hunter: Are you ready, gentlemen?

Mr. Knight: I would like to suspend the taking of our testimony until Mr. Carmalt gets here. He is in another case this morning, the Boston Port Differential case. He will join us by noon. If it is agreeable to everybody concerned I would like to wait for him. He has had charge of the details in the presentation of the case.

[fol. 792] Examiner Hunter: Will that be agreeable to you, Mr. Scott, to suspend further testimony by the Virginian Railway until Mr. Carmalt is able to be here, and then we will proceed with other testimony in the meantime?

Mr. Scott: That is satisfactory.

Examiner Hunter: Have you any testimony to offer, Mr. Patterson?

Mr. Patterson: Yes. I have one witness, Mr. Examiner. He will not take very long. If you want us to put him on now it will be all right.

Examiner Hunter: Either you or Mr. Bell, or whoever has testimony, just as you fix it among yourselves.

Mr. Scott: Mr. Hotchkiss had better give his first, I guess.

Examiner Hunter: All right.

E. D. HOTCHKISS was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Patterson:

Q. Have you given your name and residence to the reporter?

A. I have given him my name. My residence is Richmond, Va.

Q. What is your official connection with the Chesapeake & Ohio Railway, Mr. Hotchkiss?

[fol. 793] A. I am Freight Traffic Manager of the Chesapeake & Ohio Railway System.

Q. How long have you occupied that position?

A. I think that I have been Freight Traffic Manager since the first of January, 1917. Prior to that time I was general freight agent since January, 1887.

Q. During all of that time you have had charge of the freight traffic matters of the Chesapeake & Ohio?

A. Yes, sir.

Q. And you are familiar with its rates, etc.?

A. Yes, sir.

Q. Have you read the complaint in this case?

A. Yes, I have read the complaint in this case, and in connection with the first question I have prepared, in order that I might be clear, a statement which I would like to make in connection with it.

First, we desire to furnish the Commission such information as we can to enable it to reach a proper conclusion in the matter.

Second, we have in a number of cases opposed the extension of district rates from points on small lateral lines; such extensions meant practically the support of such small lateral lines by the Chesapeake & Ohio Railway, and such lateral lines required disproportionate earnings, and did not usually sustain their proportionate share of the burden [fol. 794] of transportation, for example, in the matter of car supply.

Third, we regard the Virginian Railway as in quite a different situation. That line is a Class 1 railroad, and

under the same obligations as the Chesapeake & Ohio Railway to properly serve its patrons, not requiring disproportionate earnings with other carriers in the through route, and assuming its entire share of the burden of transportation.

For example, in respect to the car supply, it is not customary or practicable among trunk lines, however theoretically ideal it might appear, for connections to furnish a share of the cars with any relation to the particular commodity or their participation in the rate; particularly is this true in respect to coal cars. Carrier's equipment is designed generally to meet the needs of the traffic which it originates, and per diem paid by other carriers goes, in a measure, to reflect connecting carriers' participation.

Large coal originating trunk lines furnish, for the most part, the entire car supply for coal which they originate. That is true of the Chesapeake & Ohio, and likewise of the Virginian Railway, subject to orders, general or special, of the Interstate Commerce Commission.

The Chesapeake & Ohio would not expect to bear any part of the Virginian Railway's burden in this respect any more than any other connection of the Virginian Railway or any [fol. 795] other connection in a through route should such a through route be established via Deepwater.

Fourth, we feel that the case should be decided upon the pertinent facts and circumstances which go to show whether such a through route should be established, and if so, what is a reasonable rate.

Fifth, so far as congestion on the Chesapeake & Ohio is concerned, and fear of certain of our operators who have appeared in this case, I think it fair to say in this connection that a large addition to our equipment has been ordered, and is under construction, which equipment will be available in the early part of the coming year. This means additional locomotives and coal cars. In addition to this, capital has been provided for increased facilities in the way of enlargement of yards, both in the coal fields and at the terminals, and in the lengthening of side-tracks to take care of the longer trains made possible by the larger locomotives, and an additional coal pier at Newport News.

To be exact, contracts have been concluded for 50 Mallet locomotives and 3,000 steel coal cars.

That is an outline, if you please, of what we regard as the situation in this case so far as the Chesapeake & Ohio Railway is concerned.

Q. Have you had prepared blueprint maps of the New River and Kanawha districts of the Chesapeake & Ohio? [fol. 796] A. I have.

Mr. Patterson: I would like to offer, Mr. Examiner, as Defendants' Exhibit these maps, No. 41 being the map for the New River District, and No. 42, for the Kanawha District.

Examiner Hunter: They will be received in evidence.

(The maps referred to were received in evidence, marked "Defendants' Exhibits Nos. 41 and 42, Witness Hotchkiss," and the same are forwarded herewith.)

The Witness: These blue prints show the main line of the railway company from where the New River field commences, which, for the purposes of this map, is Meadow Creek on the east, and in the New River case goes to Gauley on the west, with the branch lines shown from it.

The map also shows where there are mines other than the Chesapeake & Ohio which are served jointly by that company, and such other lines.

It shows every mine operation on the line and is corrected from time to time to take in any additional mines that may be opened in the field. That is true of the Kanawha District the same as the New River, the Kanawha District extending from Gauley through to Barboursville, W. Va., and the Coal River Branch, the Logan Division, or the Guyandotte Branch, the Cabin Creek Branch, the Paint Creek Branch, the Powelton Branch, and maybe some other short [fol. 797] branches I have not named. They are all shown there on the map.

By Mr. Patterson:

Q. Have you had prepared a statement of the rates on coal to representative points, both east and west which are applicable from each of these two districts, together with the average distance from each district, and the distance from Deepwater, including the ton mile earnings under the district rates?

A. I have prepared such a statement.

Mr. Patterson: We offer that in evidence, Mr. Examiner, as Defendants' Exhibit No. 43.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 43, Witness Hotchkiss," and the same is forwarded herewith.)

The Witness: This statement, if you please, shows the average distance, the rates, the rates per ton per mile, in mills from the New River District, and from the Kanawha District to both east and west representative points to which coal moves from the Chesapeake & Ohio.

With the exception of the rate to Washington and the rate to Newport News for beyond the Capes, the rates are per ton of 2,000 pounds.

The rates to Washington are made per gross ton for the reason that at that point we compete with rates from the fields on the Baltimore & Ohio, Pennsylvania, and other [fol. 798] roads, whose rates are established upon a gross ton basis, eastbound.

To Newport News, because of the fact that the coal is all delivered to vessels and vessel freights are established on a ton basis of 2,240 pounds, the rates to tidewater by all carriers, speaking for Hampton Roads and north, are per ton of 2,240 pounds.

I call attention to the fact that in reducing the rates to mills per ton per mile we have reduced the rate to a 2,000 pound basis so that the rates per ton per mile shown on this statement are per ton of 2,000 pounds.

I have included in the statement the lake cargo rates to Toledo and the Newport News proper rates, what we might term track rates are the same as shown to Norfolk and the rate per ton per mile would be practically the same, although there is a little water distance of say 10 miles between Newport News and Norfolk.

We reach Norfolk by ear float by ferry. Our rails do not reach Norfolk. We have rail terminals in Norfolk, but our railroad rails do not reach that point.

By Mr. Patterson:

Q. Mr. Hotchkiss, does this set forth all points reached by the Chesapeake & Ohio shown in your I. C. C. Tariff 7721?

A. That is true, sir.

Q. What are the routes used for Indianapolis and Toledo?  
[fol. 799] A. The route used for Indianapolis is, generally speaking, via the Big Four from Cincinnati.

Q. That is the short line?

A. That is the short line distance to Indianapolis from our fields.

To Toledo we reach that point by two routes. Our direct route for coal which originates upon our own rails, and unless positively ordered by the shipper by some other route, is through Columbus, and the Hocking Valley Railroad to Toledo, the Hocking Valley being a Chesapeake & Ohio Railway interest, and having its own docks at Toledo.

On coal which originates at certain points on our line, more particularly that coal originating on the Big Sandy, on the short lines of the Sandy Valley & Elkhorn and Long Fork railroads which are owned by the Baltimore & Ohio Railroad moves via Cincinnati and the Baltimore & Ohio from Cincinnati to the Lakes.

Q. This distance shown here, however, to Toledo is via the Chesapeake & Ohio-Limeville route through Columbus?

A. Which is the short line from our fields to Toledo.

Q. State generally how the rates on coal are made from the New River and Kanawha districts.

A. I have also made some notes on that, because I do not want to get mixed on it, as a witness sometimes does when he does not know what he is talking about.

[fol. 800] First, the Chesapeake & Ohio New River District rates blanketed from all points on the rails of its line (including at the present time points on the Sewell Valley Railway) both east and westbound, that is, to given destinations are the same from all points.

Second, eastbound to tidewater and common points generally, the same rate as applies from the Norfolk & Western Pocahontas, Tug River and Clinch Valley and from the Virginian Railway applies from the New River District.

Third, westbound to Central Freight Association territory, generally, the Chesapeake & Ohio New River District is part of a structure of coal rates approved by the Commission in I. & S. Docket No. 774. It is one of several districts taking generally the same rate, which combined are referred to in that case as the "Outer Crescent," whose rates are figgerentially related to the rates from the so-

called "Inner Crescent," which, in turn, is differentially related to rates from the Ohio mines.

The several main districts of the Outer Crescent taking the same rates are the Cumberland, Myersdale, Piedmont districts on the Baltimore & Ohio and Western Maryland, Clearfield District on the Pennsylvania Railroad, New River District on the Chesapeake & Ohio, and the Pocahontas, Tug River and Clinch Valley districts on the Norfolk & Western Railway.

[fol. 801] Q. Mr. Hotchkiss, I notice you said Clearfield. Do you know that the Clearfield takes the same rate?

A. Our field is the smokeless coal field of the Pennsylvania and New York Central roads and takes the same rates westbound as does the Piedmont-Myersdale.

Q. Will you indicate just where Deepwater is located with respect to these two districts, or have you done so?

A. Deepwater, is, from our standpoint, in the Kanawha field, although no coal originates at Deepwater. It is in the Kanawha District 7 miles west of Gauley Junction, and 8 miles east of Handley, which is the nearest assembling yard in the Kanawha District.

Q. Does any coal originate in the Kanawha District east of Deepwater on the main line?

A. No coal that takes the Kanawha rate. It might be well to explain that there is one mine called the Fort Defiance Coal Company which is right close to Gauley, which is not, strictly speaking, a low volatile coal, but, by agreement, on account of certain mines that are on the east side of the Gauley River, it takes the New River rate, but there are no miles east of Deepwater in the Kanawha District taking the Kanawha District rates.

Mr. Patterson: The complainant has asked us in this case to furnish certain information and I understand from Mr. Scott that he has all of it now introduced by myself and the Virginian Railway except in two cases, he has [fol. 802] asked us to present a map of the track layout at Deepwater, showing the connection with the Virginian Railway. We offer that as Defendant's Exhibit No. 44.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 44, Witness Hotchkiss," and the same is forwarded herewith.)

The Witness: This map shows a section of the Chesapeake & Ohio Railway, a section just east of Deepwater, and running through that section taking in the connection of the Virginian Railway, and showing the slight yard which we have just east of the connection of the Virginian Railway. You will note that connection in line going south—southwest, I presume you would say, from the main line of the Chesapeake & Ohio. The yard, which consists of a long passing track on the north side of the main tracks, and two long tracks, one 2,161 feet, and one 2,183½ feet long, which tracks are used for such commodity interchange as we now have with the Virginian Railway.

Mr. Patterson: The other data requested by the complainant is a copy of certain maps and profiles of the main line and branches of the Chesapeake & Ohio in the New River District, being the same as those contained in Exhibit No. 46-A in Docket No. 12631. We offer them as Defendants' Exhibit No. 45.

Examiner Hunter: It will be received in evidence.

(The papers referred to were received in evidence, marked "Defendants' Exhibit No. 45, Witness Hotchkiss," and the same are forwarded herewith.)

The Witness: On the inside of this exhibit, Mr. Examiner, you will not- that there is an index that explains what it is.

The first map is the section of the main line of the Chesapeake & Ohio Railway in the New River District running from Meadow Creek on the east to Gauley on the west. And the several maps following are maps of these various branches upon which a very large portion of the coal which the Chesapeake & Ohio transports originates. It shows the grades, and does not show in straight lines so far as I have been able to notice them, except up-hill. It is self-explanatory. Each one has its legend on it, and it does not need any further explanation, I assume.

By Mr. Patterson:

Q. Is there anything else especial that you have in mind that you would like to say?

A. No, I do not believe that I can add anything to what I have already said.

Q. Did you wish to say anything about the car supply feature in so far as the S. V. & E. and Long Fork and C. C. & O. are concerned?

[fol. 804] A. I think I might explain in a general way, Mr. Examiner, the situation with respect to those short lines, although it is historical with the Commission.

For many years the Chesapeake & Ohio made no district rates from any lateral line connected with its rails. All of such lateral lines with possibly the single exception of the Sewell Valley Railroad were built for the purpose of developing coal.

During the war period when the railroads were in the hands of the United States Government the Director of Traffic established from the Sewell Valley Railroad, having a few small mines on its line, because, I think, of the necessity at the time for a larger volume of coal supply, district rates, that is, the same rates as applied from the main line and branches owned and operated by the Chesapeake & Ohio to all destinations.

By Examiner Hunter:

Q. Both east and west?

A. Both east and west. The main object, however, and the petition itself, practically, was for rates eastbound to tidewater.

In that case the question of car supply came up, and the Commission ruled that their coal being largely to tidewater, figured out a percentage, and ordered the Sewell Valley Railroad to purchase a certain number of coal cars which, I think, based on the percentage, was about 22. They ordered [fol. 805] more cars than that, and have more cars, but we do not regard them as having any cars, so far as the real supply of cars is concerned for the operations on the line.

That is the only case, so far, in the New River field, that has been decided by the Commission.

In the Kentucky field, there are three railroads; three short line railroads which are owned and operated by the Baltimore & Ohio Railroad. Commencing on the east, or south from the connection with the main line of the Chesapeake & Ohio Railway at Big Sandy Junction is the Sandy Valley & Elkhorn, about 30 miles in length, which intersects with our Big Sandy Division at Shelby Junction.

Farther north is the Long Fork Railroad, which connects

with the Elkhorn & Beaver Valley Branch of the Chesapeake & Ohio Railway at a station called Martin. That line is also about 25 miles long.

Farther to the south, or west, at Van Lear Junction, is the Millers Creek Railroad, about 4 miles in length, also belonging to the Baltimore & Ohio.

The car supply for those railroads come from the Baltimore & Ohio. The only time the Chesapeake & Ohio has ever furnished any cars for any of those lines was during the war period when cars were common all over the country, and in the recent emergency the railroads have been ordered to supply cars in a little different manner from their [fol. 806] regular rules.

Today the Baltimore & Ohio is supplying the cars for these three lines.

Farther to the south at Elkhorn City, which is the southern terminus of the Chesapeake & Ohio Big Sandy Division, is a connection with the Carolina, Clinchfield & Ohio. From certain mines on the Carolina, Clinchfield & Ohio designated by them as north and south of Sandy Ridge, the mines north of Sandy Ridge, which are the nearest to Elkhorn City, take the Kanawha District, or Group No. 5 rates, which are the same as the Kanawha rates. From the operation south of Sandy Ridge the rates are the same as our Group No. 1 rates, or the New River District rates. I am speaking to the west. There are no rates except to the west operated by us from any of these lines I have mentioned, the Sandy Valley & Elkhorn, Long Fork, Millers Creek and C. C. & O. The cars, in like manner, for operations on the Carolina, Clinchfield & Ohio, are furnished by that company.

Q. I do not understand your remark about the cars on the Sewell Valley. Was your statement that you did not consider 22 cars furnished by them as sufficient to take care of the business originating on the Sewell Valley?

A. It does not anywhere near take care of it; it would not take care of a day's business if they were operating normally.

Q. So you do not regard the 22 cars there at all commensurate with the new business?

A. Not at all I consider it a burden upon the Chesapeake & Ohio to have to furnish cars there.

Mr. Patterson: That is all.

Examiner Hunter: Cross examine.

## Cross-examination.

By Mr. Scott:

Q. Mr. Hotchkiss, do you happen to know how many cars the Chesapeake & Ohio tracks at Deepwater will accommodate?

A. I have given you the length of the tracks, Mr. Scott. I suppose that could be figured out. The two tracks there are a little over 2,100 feet long. It would depend a good deal upon the character of the cars as to how many they would hold. Some cars are longer than others. I would say this, I think I am safe in saying those tracks would not hold a full Chesapeake & Ohio Railway westbound coal train, either one of them. For example, I do not think they would hold a Mallet engine with 90 to 100 cars, and a caboose, and that is what we haul westbound when business is good, from our Kanawha field, west.

Q. You have an assembling yard some 8 miles or so west?

A. We have at Handley such assembling yard as we can get, with one side of it against the mountain and the other the Kanawha River. It is a narrow valley in there all the way from Gauley Junction clear through the Kanawha field [fol. 808] all the way to Charleston.

Q. Will it be possible to furnish in addition to what we have already asked you and what you have furnished, a profile of the Chesapeake & Ohio from Cincinnati—

A. (Interposing.) We would be very glad to furnish a profile. I thought we had it.

Mr. Patterson: We will furnish that, Mr. Examiner, in ten days.

Mr. Scott: That is all.

By Mr. Yarborough:

Q. Mr. Hotchkiss, I think it has been testified here by Mr. Gore and also an exhibit put in by him to show that it would be necessary in order to take care of the extra tonnage westbound off the Virginian Railway to have tracks at Deepwater to accommodate 400 cars.

A. Well, Mr. Yarborough, that would depend entirely, I would say, upon the amount of business that might move westbound in the event there was a movement of coal westbound through Deepwater.

Q. I understand that. I have anticipated a movement of 1,000,000 tons a year as the least, and probably 2,000,000 tons. Would the general situation at Deepwater, requiring additional trackage to hold 400 cars of the Chesapeake & Ohio, practically on the river bank, and the rest of the property there owned by the Virginian Railway, and in order to put these tracks to hold 400 cars to move practically [fol. 809] half of a mountain—I do not see that the Chesapeake & Ohio would be in a position to take cars from the Virginian Railway as fast as the Virginian Railway would be in a position to furnish them, would it?

A. I think that is a physcial question, Mr. Yarborough, that I am hardly competent to answer. Mr. Gore testified, as I understood it, that to provide additional facilities at Deepwater would necessitate a very expensive operation in digging out the side of the mountain, because there is no ground on the north side of the railway. We have a passing track at Deepwater which is right on the Kanawha River, and is north of our two main lines. The two tracks that are there, which are tracks for the purpose of interchange are, as I stated, a little over 2,100 feet in length, each one of them, and to provide additional tracks at Deepwater, from my knowledge of the topography at that point, would require a large expenditure of money, and there never could be a yard established at Deepwater, in my judgment, that would be adequate to handle a large volume of interchange at that point with the Virginian Railway.

Q. That being true, would it necessitate the cars upon the Virginian Railway's rails that they would offer the Chesapeake & Ohio?

A. Wherever there is a lack of facilities, transportation facilities, there must be, of necessity, more or less delay [fol. 810] in transportation.

Q. Wouldn't that require a reclaim by the Virginian Railway upon the Chesapeake & Ohio for cars held upon the Virginian Railway?

A. You are going into matters that I prefer not to be a witness on.

Q. I know, but, from your general knowledge of the railroad.

A. That is the trend, of course.

Q. The present per diem rate is \$1.00 per day?

A. That is correct.

Mr. Yarborough: That is all.

By Mr. Avis:

Q. Do I understand that it is your position that if the joint through rate to the west for coal is established, as prayed for in this complaint, that the Virginian Railway, as the originating carrier, should supply all or the greater quantity of the cars to take care of that trade?

A. That is our position, and that is the practice, too, I think I can safely say.

Q. I understood you to say shipments from Deepwater took the Kanawha District rate?

A. Yes, sir.

Q. In other words, if a shipment were now tendered for the west from the Virginian Railway it would carry the local rate to Deepwater and then local rate from Deepwater on, [fol. 811] which is the Kanawha District rate?

A. The present basis.

Q. How much lower is the Kanawha District rate west than the New River District rate?

A. It varies. There is a certain group that takes ten cents lower and a certain other group that takes fifteen cents lower. When you get into the Michigan territory it takes twenty cents, and sometimes a little more. Take Chicago, if you please, in the Chicago District it is 15 cents. Cincinnati, Indianapolis and what is known as the Gas Belt, Ohio-Indiana Gas Belt, it is 10 cents.

Q. It ranges from 10 cents to 25 cents per ton lower than the territory you mentioned?

A. Yes, sir.

Mr. Avis: That is all.

By Mr. Patterson: The groups you are referring to are destination groups.

A. I am referring to the groups—of course, Deepwater, being in the Kanawha group, that takes the group rate.

By Mr. Bell:

Q. Is this purchase of 3,000 cars and 50 locomotives to supply what you regard as a need on the Chesapeake & Ohio Railway at the present time?

A. Yes, sir.

Q. That purchase was not made in anticipation of being required to turn over any cars to operate the new route proposed in this case?

[fol. 812] A. They were not contracted for the purpose of delivering to anybody except to serve operations on the Chesapeake & Ohio.

Q. Are you in a position to state the approximate center of distribution of the Chesapeake & Ohio coal going west? In other words, approximately what is the average haul of the New River District coal going west?

A. From my knowledge of the New River Coal moving west by our line it is very scattered, I do not know that I could approximate—some of it goes into Michigan. Some of it goes to Toledo, to Detroit; some of it goes to Chicago, Cincinnati, Indianapolis, and the Ohio-Indiana Gas Belt.

I should say this, though, speaking generally, that the distribution of New River coal from the Chesapeake & Ohio is less as to far points beyond than is the Kanawha high volatile coal, because that goes all over all the States east of the Mississippi River.

Q. What is the largest single market for this coal going west? Is it the Chicago market?

A. I think that the Chicago market is the largest single market. You are speaking now, I take it, of coal that may be used for purposes other than by-product coal?

Q. No, I am speaking of the movement of the Chesapeake & Ohio New River District coal, as a whole.

[fol. 813] A. I would say that the Chicago District probably takes a greater proportion of the New River coal which moves from the Chesapeake & Ohio than any other single district.

Q. What would you regard as the second largest market for this coal?

A. I think the territory around Detroit and in that section.

Q. Would you say that the Chicago market and the Detroit market take more than half of it?

A. I do not believe I could intelligently answer that question. That could be furnished easily enough.

Q. Could you safely say that the center of distribution is very far beyond the Ohio River?

A. Oh, yes.

Q. It is probably closer to Chicago than to the Ohio River?

A. Yes, sir.

Q. Have you any estimate to furnish of the probable average center of distribution going east?

A. In normal times the center of distribution of New River coal is Virginia and the tide.

Q. A large portion of it goes to tidewater?

A. A very large portion.

Q. And that goes inland, is that diverted before it gets to tidewater, and if so, how far west?

A. As a rule it is not diverted.

Q. I mean goes off the main line.

[fol. 814] A. Richmond is quite a large consumer of New River coal, and in normal times the Chesapeake & Ohio supplies a large portion of the coal consumed in Richmond.

Lynchburg is somewhat of a consumer of New River coal, and then there is the New River coal that goes into the Carolinas via Lynchburg and Richmond and Norfolk in the same manner as the coal from the Virginian Railway and the Norfolk & Western goes into the Carolina territory. All three of the lines participate in that traffic. I think I can fairly say that the Chesapeake & Ohio sends the smallest tonnage in there of either of the three lines. I think that is true with us, because of the wide distribution of our coal in all markets.

Q. Have you ever investigated (I suppose you have) to be able to state just what your average performance in going east as to the turnaround of cars, etc.? Would you say that it equals or is better or worse than that of the Virginian Railway?

A. I think I would be safe in saying without any intended detriment to the Chesapeake & Ohio that the turnaround performance on the Virginian Railway would be better than on the Chesapeake & Ohio Railway.

I think I might qualify that by saying because of the fact that so large a proportion of their coal is moving in that one direction to tidewater. It is like what transportation

[fol. 815] people call a shuttle movement. They have that absolute control of their equipment. They may turn it around when it gets empty at Sewalls Point and return it, just making a round trip, and I think, by reason, too, of the very much fewer operations which they have to serve they can get their cars into the fields quicker than the Chesapeake & Ohio Railway.

An examination of these maps shows the complicated situation on the branch of the Chesapeake & Ohio where a very large volume of its coal originates, and necessarily when those cars get into the field, into the yards in the field, say at Prince for the Piney Branch, at Thurmond for the Loup Creek Branch, which are two big branches in the New River field, when they get there by main line service, they have to be taken then by branch line service and distributed up these heavy grades in favor of the loaded traffic, all of them, and therefore the service must, of necessity, I think, in the nature of things, be not so complete and successful as to promptness as the Virginian Railway's.

Q. You have been here throughout the hearing and have heard the estimates made as to the average turnaround efficiency with which the equipment is used on your line going west. What have you to say regarding those estimates, average of 40 or 50 days, etc., per car, getting back from the field?

A. I think that is a pretty close estimate. I do not think [fol. 816] I would be willing to testify that the average is so small as that.

Q. In other words, in your opinion, if anything, it is more than that?

A. Yes. I say that for the reason that our coal has a very wide distribution, particularly the high volatile coal. We send more coal into Michigan than any other coal-carrying line. There is more high volatile coal moves into Michigan from the Chesapeake & Ohio than from any other carrier of bituminous coal. I think that is a safe statement. Figures can be furnished. Notoriously, whether intentional or otherwise, the cars going into Michigan are greatly delayed. The only equipment which I could say correctly, and with any degree of success that moves rather in like style to the tidewater coal is the lake shipments, because those we control, and they move practically over our own rails just the same as the tidewater coal moves.

The Hocking Valley Railway being a Chesapeake & Ohio interest, we have a movement of coal to and from the Lakes that is more or less the same as the coal to and from tide-water.

Outside of that, there is great delay in your empty equipment getting back to you. We are struggling with that proposition all the time.

I think I said here to someone this morning that a prominent traffic man of a western road in Michigan told [fol. 817] me in New York last Thursday that Michigan was full of Chesapeake & Ohio cars handling sugar beets.

Q. Then, as I understood you, in your opinion, taking the high volatile and the low volatile together, the average number of days absence, put it that way, is far in excess of 40 days?

A. I should say so.

Q. And I notice by your Exhibit No. 43 that your high volatile district is approximately 40 miles closer to the west than the New River District.

A. I think that is about right.

Q. In view of that fact would you say that the average turnaround of your New River District cars was more than 40 days, having to go 40 miles in returning and to move loaded 40 miles farther?

A. That would, of necessity, have some influence in the movement. The additional 40 miles, of course, would create additional time in the turn-around.

Another feature which I think might reasonably be mentioned is all the New River cars coming from the west move through a very congested territory, like the Kanawha field. That territory is, no matter who testifies for the Chesapeake & Ohio, congested territory. Take the first six months of this year, the tonnage was on a basis of about 32,000,000 [fol. 818] tons, the bulk of which is high volatile coal in the Kanawha field, and I think that tells the story of the fact that in bringing your empty cars from the west and taking your loaded cars to the east, and to and from the New River field, you are going through a congested territory that must, of necessity have a bearing upon your service.

Q. Whereas, mines in the westernmost portion of the Kanawha field do not have to go through that congested section?

A. That is true. Take our biggest high volatile field, the Logan. That coal reaches the main line away west of any of this congested territory.

Q. Your Logan and Kanawha fields together, are very much larger than the New River field?

A. Yes, oh, my, yes. I would like to say in this case, to show the rather complicated situation on the Chesapeake & Ohio road, that we serve over 600 mines.

By Mr. Avis:

Q. The production last month exceeded 1,800,000 tons, didn't it?

A. (No answer.)

By Mr. Bell:

Q. How many of these mines are west of Deepwater, approximately?

A. I should say 65 to 70% of them.

Q. Let us assume that the through route with joint rates requested in this case is in effect and the Virginian Railway begins to deliver loads to the Chesapeake & Ohio at Deepwater—

[fol. 819] A. (Interposing.) May I stop you a minute? Are you going to get me mixed up with any transportation questions now?

Q. Oh, these are very simple questions.

A. Because, while I am willing to say that my 50 years' experience on the Chesapeake & Ohio must, of necessity, have enabled me to absorb a very considerable amount of information, I do not claim to be in any particular a transportation officer. I am purely and strictly a freight traffic officer, and have been connected with the freight traffic department all of those years.

Q. I will put the question again, then. Assuming that the through route with joint rates requested in this case is now in effect and the Virginian Railway begins to deliver cars to the Chesapeake & Ohio Railway at Deepwater, would those cars have to be classified somewhere in a similar fashion to the cars loaded in the Kanawha District?

A. Surely.

Q. On your rails?

A. Yes. I think I might explain that a little. I do not know that it is in the record. None of the coal in either district going west is billed from the mines. It is carded from the mines westbound to Russell yards, where it is all weighed and classified, and from there it is billed as from the point of origin. The billing and the classification is [fol. 820] all done at Russell scales which is, as you know, about 6 miles west of Ashland, Ky., on our Cincinnati Division.

I take it that if the Virginia Railway were to deliver us coal we might reasonably demand of them that they not only weigh the coal and bill it, but that they classify it, and not place that burden upon us. But, it could not be classified, if there was any volume of it, at the junction of the Virginian Railway at Deepwater. Of course, if there was a small movement of coal that might be possible.

Another thing I would like to call attention to on that map is this, that the Virginian Railway heads east in its connection with the Chesapeake & Ohio and there would be, of necessity, some extra service to be performed on a west-bound movement.

The yard serving Deepwater is east of the connection. As a general proposition, we undertake to build our lines heading in *in* the direction of the larger movement of traffic. You take the Logan Division, or the Coal River and the Cabin Creek and the Big Sandy, they all head west, because we regard that as the direction which that coal largely moves.

Q. When you state you might expect the Virginian Railway to classify the coal before they deliver it to you, what do you mean by that, classified as to destinations?

A. Yes, sir. The burden of weighing and classifying the Virginian Railway coal which is delivered to us ought not [fol. 821] to be placed on us. If there was any volume of that coal moving west we would expect the Virginian Railway, if we were called upon to do this work, to participate in the cost at Russell yard for this service.

Q. Let us assume that the Virginian Railway has gone to that extent and classified this coal before they deliver it to you, then after you get that Virginian Railway train at Russell yard or any other yard where your own coal is accumulated and classified, would it be necessary or not to

incorporate probably the Virginian Railway coal into your own trains and reclassify it in order to make their classification correspond with your own classification?

A. Yes, that would unquestionably require some switching service, because unless the train made up at Russell, which might include 5 or 10 or 15 cars of coal from the Virginian Railway, was going to one destination, that one train, why, of course, it would have to be split up into a train that was going to some farther destination. Take the lake, if you please, or take Chicago, we undertake to make our trains if we can (I think the operating people do that to economize the switching)—to classify as nearly as may be at the first yard, and the first yard on our line for classification of westbound coal is Russell.

Q. How far is that west of Deepwater?

A. About 90 miles, I should say, in round figures.

[fol. 822] Q. Where is Russell with reference to the Kanawha field?

A. That is the Kanawha field. Deepwater is in the Kanawha field. Russell is just west of Ashland, Ky., on the Cincinnati Division.

By M. Knight:

Q. West of all the coal fields, connections and branches.

A. Yes. There is no coal east of Russell.

By Mr. Bell:

Q. So far as the work done at the Russell yard is concerned, the cars delivered by the Virginian Railway to you at Deepwater would have to go through substantially the same process as the cars originating on your own road?

A. Yes, I think so.

By Examiner Hunter:

Q. There is nothing unusual about that. You have to do that with any business that you get off other roads, don't you?

A. Yes, sir, I think that is true. The only difference would be in the volume of traffic. It might increase that performance if the volume of traffic was largely increased.

Q. If you were getting a reasonable rate for it I suppose

the Chesapeake & Ohio would be rather glad of it, wouldn't they?

A. The reasonable rate might require additional facilities to take care of the additional traffic that might come.

[fol. 823] By Mr. Bell:

Q. If this through route with joint rates is put into effect—

A. (Interposing.) May I go a little further?

Q. I beg your pardon?

A. I would like to explain as I go, Mr. Examiner, when you go to speak about the matter of the requirements of switching, we do not expect the Chesapeake & Ohio Railway to stand still in the development of traffic. At least, if we did we might as well stop railroading. We expect the Chesapeake & Ohio—we believe that the Chesapeake & Ohio is in its infancy in the development of coal traffic, and we expect it to develop a very large additional volume of coal traffic, for which it must provide facilities, both equipment, yards, terminals, etc., so that while we are taking care of this additional traffic from the Virginian Railway, if it should so happen it would be put upon us, we must take care by the additional equipment and additional facilities of the growing business on our own rails.

By Mr. Patterson:

Q. You said a moment ago, I think, inadvertently, that you have no coal east of Russell, You meant west?

A. I meant west of Russell.

By Mr. Bell:

Q. Apropos of the statement made by the Examiner, Mr. Hotchkiss, do you anticipate the Virginian Railway would be satisfied with the difference between the New River rate [fol. 824] and the Kanawha rate as a division of the proposed joint rates to the west?

A. Knowing the Virginian Railway fairly well from a traffic standpoint, I do not think I could testify to that. In fact, if I was in their place I would not.

Q. Do you think you would be satisfied with very much less than your Kanawha District rate as a division of the

proposed joint rate to the west in view of the fact that you say the Virginian Railway tonnage would have to go through substantially the same processes as your own tonnage?

A. We should struggle very hard to get as close to the Kanawha District rate as we could.

Q. Have you been over the Virginian Railway, Mr. Hotchkiss, from the mining district in New River to Deepwater?

A. Yes, I have been the other way, from Roanoke to Deepwater, which would be the same thing, but I think it fair to say, Mr. Bell, that I have not been over the Virginian Railway branches, where the bulk of their coal originates, the same as ours. And it has been some years since I was over the line. I had a very peculiar experience in going over the line.

Q. Let us assume, Mr. Hotchkiss, that you position that the Virginian Railway would have to furnish all the cars to operate this new through route with joint rates to the [fol. 825] west—would not have to furnish all the cars, but that the Chesapeake & Ohio could properly be called upon to furnish part of those cars, would that have a tendency to deplete the car supply of your own operators?

A. Unquestionably.

Q. Would it have a tendency to deplete the car supply of your own operations in the New River District?

A. Yes, sir.

Q. Does more of your coal in the New River District move east or west?

A. East.

Q. So that that situation would have a tendency to deplete the car supply of your New River operators in their eastbound operations?

A. Yes, sir.

Q. Would this be a fair statement of the result of that situation, that for every car you turn over to the Virginian Railway would take away from your own operators going east substantially 2 cars?

A. I do not know that I could follow that. To whatever extent I would say that we supplied cars to any other carrier than our own, would deplete the car supply for the operations upon our own rails. Whether that would figure out as much as 2 cars in the furnishing of one I could not say.

By Examiner Hunter:

Q. You do not say it would make any more difference [fol. 826] with respect to shipments to the west when you place a car for some mine on your own line to go to tide-water, do you?

A. I do not quite get that, Mr. Examiner.

Q. I say, it would not have any more effect, that is, the turning over of the car to the Virginian Railway to be loaded by them to go west would not any more deplete your cars to go east than if you turned over a car to some mine on your line to go west. In other words, this question of cars to the east and west does not bring in a Virginian Railway question; it brings in a question of the east and west shipments, don't it?

A. No, I do not think that it brings in a question of the east and west shipments. It brings in two questions. It brings in the question of if it is so concluded that the Chesapeake & Ohio Railway has got to furnish any of those cars to the Virginian Railway for a westbound movement of coal in connection with the Chesapeake & Ohio, it means two things; it means the taking away of equipment from the mines which you serve alone, and which are depending upon you, and it depletes the revenue of the Chesapeake & Ohio in the transportation of the coal.

Q. But it seems to me the total transportation of coal does not depend upon this junction.

A. The total western movement of coal from the Vir- [fol. 827] ginian Railway would depend upon this junction.

Q. That might be, but the total number of cars used to supply the western consumers is not going to be increased, is it?

A. No, but to the extent that you deprive the producer on your own rails of being able to supply that consumer, your first duty being to supply the man on your own rails, you certainly take away that privilege from the man on your own line and give it to his competitor on another railroad.

Q. I think that is just the trouble with the form of the question. You see, there you are assuming that duty which you say will be conflicted. But, if that duty exists on you, then the duty exists on the Virginian Railway to supply their mines.

A. Our contention is that that duty devolves upon them.

Q. So the question which assumed that it would not be on them, but that you would supply it, that same question would have to assume, would it not, the obligation was not any more on you to supply your mines than it is on the Virginian Railway to supply theirs?

A. No, but you are speaking about supplying cars on the Virginian Railway for movement in connection with the Chesapeake & Ohio.

Examiner Hunter: That was Mr. Bell's assumption.

Mr. Bell: That was my question.

[fol. 828] The Witness: Isn't it clear to you, Mr. Examiner, that if we turn over any equipment of ours to the Virginian Railway for transportation anywhere it is just depriving the operations upon our own rails of that much equipment?

By Examiner Hunter:

Q. Would you expect the rule to be applied on the Virginian Railway and not with reference to mines on your road? Would you expect, for instance, that Mr. Bell's assumption would exist with reference to your obligations to supply part of the cars for the mines on the Virginian Railway, and yet, there would be no obligation on your connections to supply part of the cars for the mines on your road?

A. I do not quite follow that, Mr. Examiner, but I say this, without hesitation, and I know whereof I speak, that this theory that your connections furnish you cars for coal which originates on your road is nothing but a theory, and not a practice. There never was a railroad in existence that did not have a foreign car on it of some kind, and I do not deny there are, now and then, foreign coal cars that come onto our line from the west, that may come under load, just as has been stated; some traffic that we do not originate. We unquestionably use that car when it gets to us, but there is no obligation on the Michigan Central Railroad, the Pere Marquette, the Big Four, or the Baltimore & Ohio to furnish cars to the Chesapeake & Ohio for coal [fol. 829] which originates on our rails, a movement to their territory.

Mr. Bell: At least until your own operators have been given 100% supply.

By Examiner Hunter:

Q. Would you expect this new route via Deepwater to interfere with the mines on the Chesapeake & Ohio?

A. No. That is exactly what we are trying to show.

Mr. Bell: The point I had in mind in my question was this. It will take twice as many cars to move a given amount of coal west than the same amount of coal east. That is in the record.

Examiner Hunter: Do you think, Mr. Bell, that the Western consumers are not going to be supplied?

Mr. Bell: I do not catch your question.

Examiner Hunter: How do you expect, as a transportation matter, to avoid the use of cars to go to the western consumer?

Mr. Bell: I gathered from the testimony of the complainant that this movement from the Virginian Railway would be in addition to the existing movement from the Chesapeake & Ohio. That being true, every car that the Chesapeake & Ohio would be required to turn over to the Virginian Railway to help operate this new through route with joint rates would take away 2 cars which the Chesapeake & Ohio operators are now using to the east, because it takes [fol. 830] twice as many cars to move the coal west, as it does east, speaking from the turn-around standpoint.

By Mr. Patterson:

Q. There are a number of foreign line cars that come on the Chesapeake & Ohio Railway for the purpose of loading fuel, are there not?

A. That is true. One western line that supplies a considerable amount of equipment to the Chesapeake & Ohio for its own fuel is the Big Four Railroad.

By Mr. Bell:

Q. Do you know whether you have a record for a period of years of the aggregate rating of the mines on your road?

A. I haven't it here, but I think that it can be produced.

Mr. Bell: If it would not be too much trouble, I would like very much to have a statement showing the number and aggregate rating of the mines on the Chesapeake & Ohio for November, say, for each year, for the last ten years, and also for the year 1907.

Mr. Patterson: Just a minute. Mr. Examiner, we want to furnish all the information that the Commission thinks proper for consideration of this case, and I do not know how much work will be involved in furnishing that, but I think that we would only care to furnish it if the Examiner thinks that it should be put in the case.

Examiner Hunter: Will the reporter kindly read that request of Mr. Bell's?

[fol. 831] (The reporter read the request of Mr. Bell's, as follows:)

"Mr. Bell: If it would not be too much trouble, I would like very much to have a statement showing the number and aggregate rating of the mines on the Chesapeake & Ohio for November, say, for each year for the last ten years, and also the year 1907."

Mr. Bell: The significance of the year 1907 was this, in that year the Loup Creek Colliery case was decided.

Examiner Hunter: I do not see the connection between that data and this case.

Mr. Bell: I was also about to ask, Mr. Examiner, for a statement showing the number of and the capacity of the coal cars owned by the Chesapeake & Ohio Railway on November 1 of each year for the last ten years, and also the year of 1907. I simply wanted to show, or find out for the information of the Commission whether the increase of equipment, coal-carrying equipment on the Chesapeake & Ohio had kept up with the increase of the number and aggregate capacity of the mines served by the Chesapeake & Ohio. It goes directly to the question whether, in view of the present situation on the Chesapeake & Ohio, the Chesapeake & Ohio should be called upon to help operate a new through route for mines which are competing with the mines on the Chesapeake & Ohio.

Examiner Hunter: I am not disposed to require the in-  
[fol. 832] formation. Mr. Patterson can follow his own choice in the matter.

The Witness: We will let you know about it, Mr. Bell. We will be glad to let you know as to both of those matters.

Mr. Bell: I would like very much to have it for the year of 1907, if it would not be too much trouble, because the Commission made certain findings in the Loup Creek Colliery case that I would like to bring down to date.

I really think, Mr. Examiner, on reflection you will regard it as pertinent information.

The Witness: I started out, Mr. Examiner, in my statement to say that the Chesapeake & Ohio desired to furnish the Commission with all information that it could that would enable it to intelligently decide this case. That information (I am speaking not from a law standpoint—my lawyer may correct me if I am wrong on what is the law) I think it not unreasonable that we should furnish such information as may be of importance or of value in the case. If Mr. Bell thinks that information is of value we will take it under consideration and let him know promptly whether or not we can furnish it.

Examiner Hunter: Very well.

Mr. Scott: I assume if that information is furnished it will be in the form of an exhibit?

Examiner Hunter: Oh, certainly.

Mr. Patterson: Yes; if we furnish it we will send you [fol. 833] copies.

The Witness: Everybody will have it if we furnish it.

By Mr. Bell:

Q. Would the Chesapeake & Ohio object to the establishment of a new through route with joint rates from mines in the Kanawha and Logan districts to tidewater via Deepwater and the Virginian Railway?

A. Very seriously.

Mr. Bell: That is all.

By Mr. Avis:

Q. You referred to the wide distribution by your railroad in the west of coal. Wasn't this wide distribution in the west largely the cause of the number of embargoes on your line at that time?

A. Yes, I think that is true, Mr. Avis, because our embargoes, as a general proposition, come about by embar-

goes from other lines who get embargoed at junction points in certain seasons of the year on account of the congestion of their own traffic other than coal in addition to the coal which we deliver.

Q. There was quite an embargo the latter part of October and the first part of November, was there not?

A. Yes. I do not know whether I ought to be called upon to go into that, Mr. Avis.

Q. I was just leading up to——

A. (Interposing). That is more of a transportation matter, but I think, Mr. Avis, it is not unfair to say that [fol. 834] these conditions have grown out of a very serious situation on the railroads in connection with the shopmen's strike. Certainly that situation was very much aggravated. I think I am not going beyond what is reasonable in saying that it was very much more aggravated than the railroads admitted.

Q. I was just leading up to one question that I think possibly you can answer. If you cannot answer it you need not. Is it not true that at the time of that embargo about 12,000 of your cars were tied up in the west off rails?

A. Yes, a good many of them were tied up on our own rails, under load, I might say, by reason, of course, of these western embargoes; not being able to get rid of the coal to our connections, we could not get rid of the coal on our own rails.

Q. You referred to the coal market in Virginia and the Carolinas in the early part of your testimony. Are you able to say that the tonnage consumed in Virginia and the Carolinas and in the Southeastern markets to which you referred amounts to about 7,000,000 tons of coal per annum?

A. I do not know as to the volume, but it is quite a large volume.

Q. Something in that neighborhood?

A. Something in that neighborhood.

Q. You referred to the Russell yards. Isn't the Russell yard about 125 miles from the potential center of the New River District?

A. Yes, sir.

Mr. Avis: I think that is all.

By Mr. Yarborough:

Q. Of the 12,000 cars that were off your rails in October, do you know, as a matter of fact, that the Hocking Valley, your connection, owed you 8,750 of those cars?

A. I do not know that.

Q. Coal-carrying cars?

A. No.

Q. You stated that you expected the Virginian Railway to furnish practically all of the equipment to handle this coal westbound should the Commission find it necessary to establish these rates through Deepwater. Isn't it a matter of fact that under the Car Service rules and regulations of the American Railroad Association, that all railroads are supposed to equalize the interchange as between the various classes of equipment?

A. I think that you are going into questions now, Mr. Yarborough, that I am not prepared to answer.

Q. The fact is, Mr. Hotchkiss, you have stated that you had a general knowledge of the transportation situation on the railroad, and I just thought that I would ask you that question.

[fol. 836] A. I would not like to answer that. I do not think it is a question that I should answer, because I am not qualified to go into detail and explain the circumstances, and therefore I prefer not to. Not that I am trying to evade anything, but I do not think that I ought to be called upon to answer that.

Q. As a matter of fact, aren't there 20,000 cars of coal that daily move from Ohio, Pennsylvania, and the Inner Crescent into what is known as the Central Freight Association territory, approximately?

A. I think under normal conditions that is right.

Q. Doesn't most of that coal move into this highly competitive territory from districts much closer to the Central Freight Association territory than that of the Virginian Railway?

A. Yes.

Mr. Yarborough: That is all.

By Mr. Knight:

Q. As I understood you, in the case of the Sandy Valley & Elkhorn, the Long Fork, and the Millers Creek Railway

companies in Kentucky, they are all owned by the Baltimore & Ohio, and the Baltimore & Ohio furnishes all the cars?

A. Yes, sir.

Q. For the movement of coal from those lines?

A. Yes, sir.

[fol. 837] And delivers the coal to you in practically solid trains?

A. Under normal conditions that would be true.

Q. You haul this coal to Cincinnati and deliver it there to the Baltimore & Ohio in practically solid trains?

A. Yes, sir.

Q. What about the Carolina, Clinchfield & Ohio road, the condition in which the traffic comes to you? You testified, I believe, that the Carolina, Clinchfield & Ohio furnished all the cars for coal originating on its lines?

A. Yes.

Q. How does that coal come to you?

A. That tonnage, Mr. Knight, I think I am safe in saying, ordinarily, is negligible. It would come to us spasmodically.

By Examiner Hunter:

Q. That comes through Elkhorn, does it?

A. Elkhorn is the junction where we connect, the headwaters of the Big Sandy River, with the Carolina, Clinchfield & Ohio Railway. That road runs due south to Spartanburg, S. C., and is quite an important connection of ours in the manner of general traffic, not coal.

Q. I was wondering if it was northbound coal.

A. Very little northbound coal moves. They supply the Southern market more particularly.

By Mr. Knight:

Q. Can you tell us the conditions under which the existing [fol 838] arrangements in respect of the Sandy Valley & Elkhorn, and the Long Fork, and the Miller Creek railroads came to be made?

A. Yes, I think that I can give you a general picture of it.

Q. Please do so.

A. When those roads were taken over by the Baltimore & Ohio, I think it is fair to say the Sandy Valley & Elkhorn

was built originally by the Consolidation Coal Company, and subsequently taken over, the entire ownership, by the Baltimore & Ohio. The Baltimore & Ohio, itself, built the Long Fork Railroad. In like manner, the Millers Creek Railroad was built by the Consolidated Coal Company. All the coal that originates on the Millers Creek Railroad is from operations belonging to the Consolidation Coal Company. There are operations on the Sandy Valley & Elkhorn and on the Long Fork other than those of the Consolidation Coal Company.

When the Baltimore & Ohio Railroad took over these lines they came to the Chesapeake & Ohio and asked for trackage rights between Cincinnati and these junctions, or trackage rights between these junctions and Chillicothe, which is a point on their line north of where we cross the Ohio River with our Columbus route at Limeville. And it was the conclusion of the Chesapeake & Ohio first, that the [fol. 839] Big Sandy was a single-track line and with the development which we felt sure was going to be made on that line, it would not be possible for two roads to operate in there, and with the congestion of a large traffic west-bound which moved over our line from the Big Sandy Junction to Cincinnati it would be impracticable to have another railroad operating in there, and the Chesapeake & Ohio declined to consider any operating trackage contract.

Negotiations were then held for a number of months. I was generally in the negotiations, because it was really a question of the division of the rates, the rates having been established. We finally reached a conclusion that the Chesapeake & Ohio would act as a bridge from these junctions to Cincinnati and would deliver all of the coal from these branches of the Baltimore & Ohio to them at Cincinnati provided the equipment was of such character as could be handled through the Cincinnati route. I think I might say in passing that we have equipment ourselves that cannot move to Cincinnati because of the bridge conditions. For example, we do not permit any of our 70-ton cars to move through Cincinnati. They can move through Limeville and Columbus.

The first arrangement contemplated on lake cargo coal, for example, that we would accept from these junctions to Cincinnati a certain amount per ton in cars furnished by

the Baltimore & Ohio. Then again, as to traffic other than [fol. 840] lake cargo coal moving to points on the Baltimore & Ohio, we would accept certain other figures. They were all different. And to points in Michigan, where the division was rather long, we would accept certain other proportions.

So that the whole effect of these lines, the operation of these lines is that the Chesapeake & Ohio is a bridge handling from and to these lines this traffic, furnishing no cars, the Baltimore & Ohio operating these branches and taking the empties from us at the junction, and bringing the loads to us at the junction. That situation is identical today, with this exception, I think I might say the divisions were so varying because of the different rates and the different destinations, that it was very difficult for the accounting departments to make their settlements economically, and in recent months we have succeeded in making an arrangement with the Baltimore & Ohio for a specific rate per ton on traffic that is on and east of the line up through the lake section, that territory that our rates are higher than the rates from western Pennsylvania and a certain other amount for territory west of that line, outside of the lake. There is no change in the lake situation.

Today, the Baltimore & Ohio receives for these two lines, the Long Fork and the Sandy Valley & Elkhorn, a specific rate per ton on all coal, one rate being to the territory in northeastern Ohio bordering on what is known as the Mahoning and Shenango Valley territory, and another west [fol. 841] of that line, which would include Toledo, Detroit, Michigan points, and all of the Central Freight Association territory, Chicago, Indianapolis, St. Louis, etc.

Q. You were assured, I take it, although you have not said so——

A. (Interposing.) I might say as to the Millers Creek Railway, they are allowed a per-car allowance, so much per car, regardless of weight, for their service in delivering that coal to us at VanLear Junction. That service is a maximum of 4 miles to the Baltimore & Ohio Railroad.

Q. You felt assured when the arrangement with the Baltimore & Ohio was entered into that failing trackage rights, or failing such an arrangement was *was* made, the Baltimore & Ohio would build a line to connect those branches?

A. That was a part of the negotiations, they having stated they had this valuable territory detached from their line and they must reach it in some way.

Q. Do you know whether it is true that the Baltimore & Ohio does not originate coal of the quality, the kind found on the Sandy Valley & Elkhorn and the Long Fork railroads, or on any other track owned by it in northern West Virginia or Pennsylvania?

A. They do not originate this same character of coal. This Elkhorn coal is entirely different from anything they [fol. 842] originate.

Q. Is it pure low ash and high volatile by-product coal?

A. That is true.

Q. In regard to the Carolina, Clinchfield & Ohio joint rates, Mr. Hotchkiss, on coal to the north over your line, those were put in at the insistence of the Carolina, Clinchfield & Ohio, were they not?

A. Yes, I think possibly it might help the Examiner some to know something of the history of that transaction.

There was a time before the Carolina, Clinchfield & Ohio Railroad was extended from St. Paul, Va., to Elkhorn City, a distance of 46 miles, when there were negotiations between the Chesapeake & Ohio, the Seaboard Air Line, and the Carolina, Clinchfield & Ohio looking to a joint arrangement between the Chesapeake & Ohio and the Seaboard Air Line to take over that property. I do not mind saying that the traffic department of the Chesapeake & Ohio was opposed to it from its inception, and succeeded in its not getting through. But, to enable the Carolina, Clinchfield & Ohio to secure a western connection for the development of traffic to and from the south and the north and west, the contract was entered into between the Chesapeake & Ohio and the Carolina, Clinchfield & Ohio under which they built that 46 miles of road between St. Paul and Elkhorn at a cost of about \$6,000,000.

[fol. 843] The Chesapeake & Ohio agreed in that connection first, to make St. Paul, Va., a common point with respect to the application of the Virginia Cities rates on traffic to and from and beyond St. Paul into the Carolinas. I am speaking now of general traffic. At the same time it agreed that from mines that they might develop, there being no development of coal at this time on the line projected

north of Sandy Ridge, the same rates on coal to Central Freight Association territory as we published from our Big Sandy line, and from points of development south of Sandy Ridge, we would apply the rates we applied from our New River District, which are these differentials higher, according to destination. That contract was for a period of five or six years, which has expired. There is no obligation on the part of the Chesapeake & Ohio today to continue the arrangement other than possibly a refusal of the Commission to allow us to cancel the rates. That might follow.

But, so far as the movement was concerned under normal conditions it is negligible. During this coal strike in western Pennsylvania and northern West Virginia a very large volume of coal moved from our own line and from the Carolina, Clinchfield & Ohio into the territory which is practically out of route and line for our coals to go, and that is what is known as the Pittsburgh territory, and we are today (I will tell the Pennsylvania Railroad and Baltimore & [fol. 844] Ohio fellows that those people want good coal) still sending coal into the territory east of Pittsburgh, and recently the rates have been extended to April 1st, the rates being put in originally as an emergency, but, people like good coal, and they are going to insist upon the rates being kept in, I think.

Q. Is it within your knowledge that the Carolina, Clinchfield & Ohio and the coal operations on that railroad, or the bulk of them, are owned or controlled by the same holding interest?

A. I do not know what the operations are, Mr. Knight. I know that the coal property as well as the railroad is owned by the Clinchfield Corporation. Whether or not they own and operate the mines I do not know.

Q. In response to some of Mr. Bell's questions, Mr. Hotchkiss, you estimated the absence from the line of cars engaged in this western business as considerably in excess of 40 days. In another place an absence of 40 days or 50 days or more was spoken of as the turn-around. In those estimates were you referring to the detention of cars in the west, the real absence from your own line, or the turn-around from mines to the western market and back again to mines?

A. We had reference to the time they left our rails until they were returned,

[fol. 845] And then to that 40 or 50 days should be added whatever time it takes your own line to place the returning car at the mines, load it, and send it back again to a junction point in case it goes into the western market?

A. Yes, sir. The turn-around would be from our rails back to our rails.

By Examiner Hunter:

Q. What is the turn-around from mines to destinations on your own rails?

A. I could not say, Mr. Examiner. I think under the conditions that have existed recently, during the strike period, it is a considerable length of time.

Q. Take ordinarily.

A. I think ordinarily on our own rails it is very prompt.

Q. What is it, for instance, to lake?

A. I should say that a coal car between our operations in the Kaanwha field and the lake would make about two trips a month. I think that would be a fair estimate of the movement of the car. Of course, you have got to give consideration, Mr. Examiner, to the delay incident to the moving of the car from the mines to the yard, the classification yard, and the weighing and handling of it; and you have got to give consideration to this other fact, and that is that cargoes are assembled at the lake, different classes of coal, and therefore there is more or less delay in assembling a specific [fol. 846] cargo of the different classes of coal. They have a great many classification numbers, but, I think I am safe in saying that a car under normal transportation conditions should make two trips a month between the Kanawha field and the lake, that is, Toledo, and it moves, you might say, over the rails controlled by the Chesapeake & Ohio.

Q. As I understood your other testimony with reference to the length of time of cars gone from your own rails, you regard that as inherent in the service to the public there, don't you? You do not regard it as confined to the Chesapeake & Ohio?

A. No, it is not confined to the Chesapeake & Ohio.

Q. No matter who is supplying those consumers the same time would elapse?

A. The object, I take it, Mr. Examiner, of the questions any my answer, was to show that there was a very great

delay to cars moving generally in domestic traffic to the west, and in common therewith, the depletion, if I understand the way it was brought out, that would result from the Virginian Railway not having sent their cars to the west. The Chesapeake & Ohio prepared itself for a western traffic. The larger percentage of its coal goes west. The Virginian Railway, according to their testimony, and I think I am safe in saying according to my understanding, prepared themselves and built their road for an eastern transportation, [fol. 847] largely to carry coal to tidewater, and it has been demonstrated by them, and it has been the practice for all these years that a large proportion, probably in excess of 90% of this coal has moved in that one direction of tidewater. It has given them the advantage of not requiring so large an outlay of capital in the way of equipment because of the control by them of this equipment that moved strictly over their own rails, and they were not dependent upon anybody else to return the equipment to them.

I think the Chesapeake & Ohio, since its inception, has been a railroad that was undertaking to equip itself to move traffic in all directions.

We have a line of our own to Chicago.

We have what you might consider a line of our own to Toledo.

We have a line of our own to Louisville, Ky.

We have a line to Washington, D. C.

And our line spreads out in all directions, and of necessity it has a wide distribution, both east and west.

When *our* come to coal eastbound the distribution of course is not to any extent beyond Washington, when it comes to a rail movement. The distribution of our coal east where it goes beyond our own rails, is through Newport News and the water transportation.

By Mr. Knight:

Q. And the Southeastern connections?

[fol. 848] A. And when you come to the Southeastern territory and Southern territory, the Carolinas, there, of course, we have close connections with the Southern Railway, the Atlantic Coast Line, the Seaboard Air Line, and the Norfolk Southern railways, which handle our coal, so that in providing equipment the Chesapeake & Ohio has in its mind

all of the territory which it has to serve and I think in that particular they are entirely different from the Virginian Railway, whose situation is to provide themselves with facilities for an eastbound movement of coal, 90% of which is on their own rails.

I should think, judging from our own situation, that the movement of any perceptible or considerable amount of coal west would very greatly deplete their service, and therefore disadvantage them and the operations which they serve in the handling of traffic eastbound and to tidewater, particularly.

By Examiner Hunter:

Q. That is assuming they do not increase their equipment any.

A. No, it is not assuming that, because they will increase their equipment. There is not a railroad that is going to stand still unless it is dead. They have got to assume that their traffic on their line is increasing, and therefore they must increase their equipment. But there would be no possible necessity (I say this from a common sense stand-[fol. 849] point, I think) of the Virginian Railway equipping themselves like the Chesapeake & Ohio does unless they are forced to a western connection which, by reason of the long delay and the farther distant movement of their coal, the wide distribution of it west, would so deplete their equipment as to necessitate expenditures which might be a very serious question, financially, to the Virginian Railway. I think that I can say that, just from a common sense standpoint.

We know that any railroad that serves a big coal field as the Virginian Railway does, and as the Chesapeake & Ohio Railway does, and as the Norfolk & Western does (in our case it is in excess of 70% of our tonnage) must of necessity continue the equipment proposition, and I think it can be shown that there is not a year that goes over our head, and I think it can probably be shown that the same thing occurs with the Virginian Railway, that we do not have to buy additional equipment, and I hope that that will continue, because if it does not, if there is no hope on the part of the railroad that their traffic is going to grow and develop, I call them a dead railroad, practically.

By Mr. Knight:

Q. Can you give us an estimate of the time or average time required for the taking of a car from a junction point, a coal car, to your mines, and getting it back again loaded, to a junction point?

A. On our own rails?

[fol. 850] Q. On your own rails, yes, to a mine on your own rails.

A. I think that would vary. I do not know that I could give any intelligent estimate of it. It would depend a good deal upon the volume of the traffic moving from all of the mines. It would depend upon the promptness with which the car was loaded. In times of great car shortage the cars are loaded very promptly by the operators.

Q. Yes.

A. And in a condition of that kind, when the road was not congested at all, I would say there would be reasonable promptness in the movement of a car of that kind, but it would be entirely dependent upon the conditions, generally, as they existed, both as to the volume of the traffic and as to the conditions, generally, on your road, so that it would be very hard to give a definite estimate of that, and then, too, we have a great many junctions.

Q. I know you have. I am just asking you for your general idea.

A. I think the intention of the railway company would be, as far as its facilities would permit it, to make that a very prompt service.

Q. Yes.

A. That would be their effort.

Q. Absolutely.

A. But every effort does not always carry, for various [fol. 851] reasons, but I think it is fair to say that the effort of the carrier would be to get that car turned around and back, loaded, to the junction with its connections as quickly as it could.

Q. How quickly do you think it could do it, on the average; a week, ten days, or what?

A. It would be according to the distance to the junction, I should say; if we were going to deliver coal at Huntington on any traffic from the West Virginia District, west of the Alleghany Mountains, to the Baltimore & Ohio at Hunt-

ington, if we take an empty car from them, I should say five or six days to take that car to the point of loading and get it back under load to the Baltimore & Ohio at Huntington.

In case we were to deliver to the Norfolk & Western Railway at Kenova, which is 8 miles west, I think the service would be about the same.

If we were to deliver to a connection at Columbus it would take three or four days longer.

And, in like manner, it would probably take a little longer than that to Cincinnati.

I should say that a car delivered to us at Cincinnati by one of our connections and going to Meadow Creek, if you please, or going to a point on our own line like Petersburg, on the Raleigh & Southwestern, where the Ritter Lumber [fol. 852] Company have a large mill, I should say if we took that car from the Big Four at Cincinnati, destined Indianapolis to Petersburg, and returned it under load at Cincinnati it would take from 10 to 15 days. I think that is a fair estimate of it.

Of course, you understand, Mr. Knight, that is predicated upon our taking a specific car from them and taking that from this point. We do not handle cars that way. If the Ritter Lumber Company orders a car from us we give them the first available car going west. From the time we deliver them that car until it is delivered to our connections at Cincinnati, I would say a fair transportation service would be 5 or 6 days, because you have got to consider that along with your general transportation. You cannot pick out any specific shipment.

Q. If through routes to the western markets are established over the Virginian Railway and the Chesapeake & Ohio the time from the Chesapeake & Ohio junctions and Virginian Railway mines and back would probably be correspondingly greater than the time from the junction to your own mines and back?

A. I should think yes, but I am not sure about that. If you are speaking now about taking empty cars from us and distributing in your coal field on the Virginian Railway, and we were taking cars from the same point and distributing them on the Piney Branch, I do not see that there is very much difference in the service. There may

be a difference in the transportation service on the Virginian Railway which, of course, I am not qualified to say.

Q. In other words, you would say the movement through Deepwater and the Prince or Quinnimont yard should be about the same?

A. I should think that would be about the same.

Q. I understand that substantially all of your western business is handled in your own cars.

A. That is right.

Q. That cars are not supplied to you by other lines for the transportation of coal, expressly for that purpose. I mean except in the case of the Big Four and perhaps one or two other lines for their own fuel?

A. That is correct. And then I think I might say there are some few private cars operating on our own line which serve their own mines.

Q. Those belonging to the coal companies?

A. That is right.

Q. Then the foreign coal cars on your line at any one time, always excepting the Big Four fuel cars, are comparatively few in number, and are there mostly having come on with other loads?

A. That is true.

[fol. 854] Q. On the Chesapeake & Ohio you have east-bound rates on all the high volatile coal except that originating in Kentucky, do you not?

A. Yes, sir.

Q. And there is a very substantial movement from the Guyandotte Valley line and the Logan field eastward, is there not?

A. Yes, sir.

Q. The same is true of the Coal River field?

A. Yes, sir.

Q. And the same is true of the Cabin Creek?

A. Yes.

Q. And Paint Creek, etc.?

A. Yes, sir.

Q. Of course, you have a very substantial movement westward of your New River coal?

A. Yes. Not in proportion, however, to the movement of high volatile coal east.

Q. There is more high volatile coal moving east than there is New River coal moving west?

A. That is true.

Q. You have spoken of the fact that the Chesapeake & Ohio is about to build a new pier at Newport News.

A. Yes, sir.

Q. How many piers for handling coal have you there now?

A. Two. One of them is a very modern pier, as you [fol. 855] know. The other is an old wooden pier which is used almost entirely for the handling of bunker coal.

Q. The new pier, I take it, is to be a modern pier?

A. The new pier is to be a modern pier. In like manner, that present pier, No. 9, we expect to improve, as to such improvements that may be made since the building of that pier. It will have every modern appliance.

Q. Substantially what amounts of coal are you handling to tidewater at the present time under normal conditions? I do not mean a bad year. I mean a good year.

A. I should say from five to six million tons. In a good year we have handled more than that. I think we handled in excess of 7,000,000 tons. We could handle today if there was a market for it, with a prompt turn-around of vessels, 10,000,000 tons.

Q. Yet you feel that you require a new pier?

A. Yes, we require a new pier, because we have to provide for the coming year.

Mr. Knight: That is all.

The Witness: We hope that the time may come when we will need an additional pier.

By Mr. Bell:

Q. In response to a question from his Honor, you stated the average turn-around from your Kanawha District mines to the Lakes was about 15 days over your own rails.

A. I said I thought a car would make two trips a month. [fol. 856] Q. Yes. Would it be more or less than that to Chicago and Detroit?

A. It would be considerably more than that.

Q. Would it be considerably more than that from the New River District?

A. Yes, sir.

Mr. Bell: That is all.

By Examiner Hunter:

Q. That is from the New River District to Lakeside?

A. Yes, sir; for the reason, Mr. Examiner, as I have explained, when you go west from the New River you go through this congested Kanawha section, which is the bigger coal field than the New River.

When you get to the line west of Huntington where all of the coal from the Logan District comes in and the Coal River comes in, and then, in addition to that the Big Sandy coal comes in, where this Baltimore & Ohio ownership comes in, then from there west—from the Russell yard west, you have got a wonderfully congested line. You have got trains moving there almost as close together—certainly as close together as safety will permit.

Q. Take your New River District by itself, what proportion of the coal originating on your rails in that district goes to destinations on your rails?

A. Including the tidewater coal I should say more than [fol. 857] half of it.

Q. Taking that that goes west from the New River District, what proportion of it goes to destinations on your rails?

A. A very small proportion.

Q. Could you approximate the percentage?

A. No, I do not think I could, but I would not want to say that there is 10% of the New River coal that is destined to points on our own line west of the New River field.

Q. I suppose that arises at least in considerable part from the fact that at Chicago a considerable part of it is not delivered on your own rails?

A. I think I am safe in saying that none of it is delivered on our own rails in Chicago. We go into Chicago on somebody's else rails. We own one of two tracks that take us into Chicago, but when it comes to yard facilities for delivering coal, we have not got any. I do not suppose that there is a car of coal that goes to Chicago by our rails that is delivered by our rails, and as to the switching charge I believe that we have a maximum absorption. I think it eats a very big hole in the revenue.

Q. You lose control of the cars at Chicago?

A. Yes, sir.

Q. On practically all of them?

A. They go on belt lines and they go on all the connecting lines, and they go very considerably to the line leading to [fol. 858] the northwest and the far west, like the C. B. & Q., Milwaukee, Northwestern, and lines of that kind.

Q. Where the deliveries are made on the belt lines, those cars come right back to you?

A. They come back more promptly, because we have an interest in the particular belt line that takes care of most of the traffic, and can more or less control the return of the equipment in that way. But, speaking of Chicago as a whole, Mr. Examiner, there are no more widely separated deliveries and no more congested situation, I suppose, in the world, than there is in Chicago, and the turn-around of cars in that section is something frightful at times. It has always been, and it is not confined to our own line. Most of the lines taking coal beyond, if you please, the Pennsylvania, the Baltimore & Ohio, the New York Central, etc., have very large terminals, team-tracks, and delivery tracks of their own, and therefore, the movement of their equipment must be very, very much better than the movement of ours. I think the Norfolk & Western situation probably is about like ours, except this, that they have a connection at Columbus with the Pennsylvania Railroad. All of this coal going to Garry, which is the largest amount of coal of any one movement of coal that originates on the Norfolk & Western goes to these by-product ovens of the United States Steel Corporation at Gary. That coal all moves over the Pennsylvania Line from Columbus to Gary. Those [fol. 859] cars, you might say, are in the control of the home line. It is pretty well understood that the Norfolk & Western is very close to the Pennsylvania, and I suppose preference may be given to promptly returning their equipment. That is the big westbound movement from the Pocahontas field, this coal going to Gary, for the by-product ovens, from 350,000 to 400,000 tons a month, under normal conditions.

By Mr. Avis:

Q. You were speaking about the increase in the production of coal which made it necessary for your railroad to provide increased equipment and facilities, etc. Is it within your knowledge that the production of coal per

capita of population in 1872 was one ton per annum, and in 1920 about 7.3 tons per annum?

A. I would have thought the gross was greater than that.

Q. Per ton per annum?

A. That seems to be a pretty large gross, but I think that is a reasonable proposition.

Mr. Avis: That is all.

By Mr. Scott:

Q. Would your estimate of 10% maximum deliveries on your own line west—

A. (Interposing.) I would like to qualify that. That did not include Chicago. I assume that question had more reference to our line east of the Ohio River.

By Examiner Hunter:

Q. What I would like to get there is what percentage of the cars remained under your control, or practically under [fol. 860] your control. Couldn't these cars which are delivered over the belt line be handled so that they are returned practically the same as though you were operating to the destination yourself?

A. I would say that there was a very small percentage of the cars that go to Chicago over our own rails that we would have any direct control over the return movement of the empties.

By Mr. Scott:

Q. Would your estimate include the lake shipments?

A. So far as our line is concerned, the lake shipment movement from the New River field is not large. The large movement from our field to the Lakes is from the high volatile fields. As I have testified with respect to the return of cars, the most prompt return of cars that we have to destinations far beyond our rails are the cars that are in the lake trade, both as to the New River and the Kanawha, because of the fact that the cars are in our possession, you might say, all the way to Toledo and back. The Hocking Valley from Columbus to Toledo is a Chesapeake & Ohio line, and has its own terminals and docks, and everything

at the lakes. The cars are not delivered to anybody else. And I think there is such consideration of the Hocking Valley by the officers of the Chesapeake & Ohio who are also the officers of the Hocking Valley except myself, the president [fol. 861] and Vice President being the same, that there would be no use of the Chesapeake & Ohio cars by the Hocking Valley for their coal. They are a coal-producing line, but they would not be allowed to use the Chesapeake & Ohio cars in their service. The cars are not interchangeable.

By Mr. Yarborough:

Q. Mr. Hotchkiss, do you know whether the Hocking Valley owns any hopper-bottom cars, open-top cars?

A. I do not think they do.

Q. Don't they use the Chesapeake & Ohio hopper-bottom cars when such a class of equipment is needed upon their rails?

A. Not to my knowledge.

Mr. Yarborough: Just as a matter of information for the record I will state that the General Manager of the Hocking and also the Superintendent of Freight Transportation advised me in Columbus last Monday a week ago to that effect, that he uses the Chesapeake & Ohio hopper-bottom equipment when needed.

The Witness: That is not within my knowledge.

Examiner Hunter: Are there any further questions?

Mr. Knight: I would like to ask one question.

By Mr. Knight:

Q. Taking the coal going west of your line, can you give us an estimate as to what proportion of it is high volatile and what proportion of it is low volatile, or New River coal?

A. I may make an estimate now, but not from definite [fol. 862] knowledge. Of course, that information can be furnished. I should say 20% of low volatile would be a large percentage going west.

Q. More than 80% of it is high volatile coal?

A. Yes, sir.

Mr. Knight: Thank you, sir.

Examiner Hunter: Mr. Patterson, have you anything further?

Mr. Patterson: I have nothing further.

Examiner Hunter: You are excused.

(Witness excused.)

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Mr. Yarborough: Mr. Examiner, I have a brief statement to make? What time do you recess?

(Discussion off the record.)

A. R. YARBOROUGH took the stand as a witness on behalf of the interveners, and having been first duly sworn, testified as follows:

Direct examination:

The Witness: I am Traffic Manager of the Kanawha Coal Operators' Association, Charleston, W. Va., and in this case I am also representing the Logan Coal Operators' Association of Logan, W. Va.

I have had about 22 years' experience in railroading, traffic and transportation departments, and wish to state [fol. 863] that in this particular case the interests of the parties I represent are mostly from a transportation standpoint.

We believe that by increasing the tonnage from a connecting line connecting to a junction point within the districts of West Virginia on the Chesapeake & Ohio Railroad it will greatly decrease the efficiency in the transportation and operation of the Chesapeake & Ohio to the mines served by it in the high volatile fields.

I think it has been testified by Mr. Gore, the General Manager of the Virginian Railway, that in order to handle the tonnage that is proposed to be delivered to the Chesapeake & Ohio should the Commission find these rates would be reasonable and authorize that they be established it would be necessary to increase the Virginian Railway's facilities at Deepwater to the extent of holding 400 cars; also engine facilities, such as roundhouse.

In connection with that matter, the Chesapeake & Ohio, in our opinion, would be called upon to also increase its trackage facilities which, in our opinion, would necessitate a large expenditure of money on the part of the Virginian Railway, as so testified, and on the part of the Chesapeake & Ohio it would be a matter of impossibility, due to the geographical location of the yards at this particular point.

In connection with this particular junction point from a transportation standpoint I would say that under the per [fol. 864] diem rules agreement to which the Virginian Railway and the Chesapeake & Ohio are parties, I would judge that the greater delay to the car would be upon the Virginian rails. Therefore, the Virginian Railway would be offering the Chesapeake & Ohio Railroad trainloads of coal for westbound movement, and the Chesapeake & Ohio Railway, due to its limited track facilities and also its inability to have power at Deepwater, would necessarily have to pay the Virginian Railway large per diem reclaims. Therefore making, from our own point of view, and generally speaking, a very costly proposition to the Chesapeake & Ohio.

Further, in connection with the interchange between the Virginian Railway and the Chesapeake & Ohio Railway, I would like to state that my observation and experience has taught me that under the rules and regulations laid down by the Car Service Section and other departments which I understand are in this building, the demand is that all lines equalize with each other as to the interchange of equipment. For instance, the Chesapeake & Ohio delivers to the Hocking Valley Railroad in a period of say 30 days 500 loaded open-top coal cars, loaded with coal. The Hocking Valley Railroad is supposed to return during the same length of time, or by days, the equivalent in either loaded or empty equipment of the same class. For instance, the Chesapeake & Ohio would receive on say a given period [fol. 865] 500 loaded Virginian Railway coal cars should these rates go into effect at Deepwater. These cars would be consigned to various points all through the Middle West. The Chesapeake & Ohio Railway would be called upon to deliver an equal number of open-top cars to the Virginian Railway.

By Examiner Hunter:

Q. When? On the same day that the loads went out?

A. They would be compelled to, if necessary, by the Department of Service of the Interstate Commerce Commission, as I understand Mr. Roth has that authority by law, and also that the Car Service Section of the American Railroad Association, Mr. Gormley—

Q. (Interposing.) I know, but what is the time relation?

A. The time relation is that they are supposed to deliver the same number on any one day that they receive.

Q. In other words, if they got 500 loaded cars on Monday they are supposed to return 500?

A. They are supposed to deliver them all on Monday or make it up. Of course, there are shortages that run for a long while. I might say for your information that in the period from April 1, 1922 to October 23, 1922, the Chesapeake & Ohio delivered to the Hocking Valley at its Parsons yards 8,974 more loaded cars than the Hocking Valley was able to return to the Chesapeake & Ohio.

I will say further that the 44 connections with the Hocking Valley were unable to deliver the same number of empties or load of the same class of equipment that the Hocking Valley delivered to those junctions to the extent of 10,275. Therefore, the Hocking Valley was not in a position to return the equipment to the Chesapeake & Ohio due to its connections. Therefore, the mines on the Chesapeake & Ohio have suffered since April 1 to the extent of receiving one supply a week, approximately.

Q. Have they suffered any more than the time taken to deliver the loads then put into the cars?

A. How is that?

Q. I do not see how they have suffered any more than the simple relationship between the Chesapeake & Ohio equipment and the coal which the shippers sent out.

A. I do not understand you, Mr. Examiner. I do not understand that question. What time do you—

Q. (Interposing.) Well, the time you are speaking of. You say that the Hocking Valley was not able to return these empties.

A. Yes, sir.

Q. That was due, wasn't it, to the time taken in making the deliveries?

A. Well, that is true, but, at the same time had the connecting lines returned the empties as promptly as they received the loads from these various connections with the Hocking Valley, it would have enabled the Hocking Valley [fol. 867] to return to the Chesapeake & Ohio—equalize the interchange between the two lines to a greater degree than what the figures show.

Q. That seems to indicate that the rule you mentioned awhile ago is not in practice, don't it?

A. Which rule?

Q. About delivering the cars the same day that the loads are received.

A. As I said, at some connections we suffer, and at other connections we are compelled to interchange. For instance, I represent also practically all the operators on the Kanawha & Michigan Railroad in West Virginia, which parallels the Chesapeake & Ohio from Gauley through to Sattes. The Baltimore & Ohio Railroad connects with the Kanawha & Michigan (that is now the New York Central) at Charleston. The Baltimore & Ohio Railroad purchased the old Coal & Coke, and it is now known as the Charleston Division of the Baltimore & Ohio. When they purchased that railroad they immediately increased their rates eastbound from mines served by this division 15 cents over the established Fairmont rate, therefore forcing all of that business originating on the Coal & Coke Railroad westbound. They had the Kanawha District rates applicable from the mines on this Charleston Division of the Baltimore & Ohio westbound through Charleston over the [fol. 868] K. & M.

The Interstate Commerce Commission and the Car Service Section has compelled the K. & M. Railroad, regardless of the car supply and their inability to supply their own mines to practically equalize those cars by days through Charleston. I have been to Washington until I am—I have spent \$5,000 running over the country trying to get that order rescinded, and I understand it is in force today. We are compelled to equalize day by day, car for car, and the Interstate Commerce Commission has ruled (I think there are a number of conference rulings) to the effect that a line participating in the rate must furnish its prorata share of the equipment necessary to handle that traffic.

Further, in connection with this equalization I wish to state that Mr. Hotchkiss made the statement that the Sandy Valley & Elkhorn and the Long Fork lines were also connected with the Chesapeake & Ohio Railway. They have no outlet except over the Chesapeake & Ohio Railway. Those mines are not included in the general distribution of cars to mines by the Chesapeake & Ohio. The Baltimore & Ohio delivers trainloads of empties to the Chesapeake & Ohio, principally, at Cincinnati, and they are carried over the Chesapeake & Ohio Railway to the junctions with these minor lines, and also it is a matter of record in various cases in which the Chesapeake & Ohio traffic department had representation that the Baltimore & Ohio [fol. 869] Railway delivers to the Chesapeake & Ohio this coal in solid trains.

For the past three years it has been my duty to see that there has been an equal movement of loads and empties between all districts served by the Chesapeake & Ohio Railway, and I will say for the record that it has been a matter of great importance to us to see, and it has been quite expensive to us to ascertain at all times that the mines served directly by the Chesapeake & Ohio got the same service from the Chesapeake & Ohio as in the matter of handling business off of it westbound, principally as they would offer the mines served by the Baltimore & Ohio on these tap lines, because of the fact that the coal was delivered to them in trainloads.

We all know that in times of depression there are plenty of cars. The coal operator has no market. When business is normal, or when there is a scarcity of cars there is a good market. We have found in the past five years on the Chesapeake & Ohio Railway that during the time there was a market for coal in the west the Chesapeake & Ohio Railway has not been able to function to the mines served by it to the full capacity of those mines to ship coal, going back from 1914 to the present date, due to the war, due to the management by the Railroad Administration, due to strikes on the railroad and in the coal business, also due to general depression all over the country, we have decided that the year of 1920 is practically the only normal year that we have had in the coal business, what we could consider a normal year in recent years.

We have taken during that time, that particular year—we will say that the Chesapeake & Ohio Railway furnished its mines 51.1% of their orders. In other words, the five districts served by the Chesapeake & Ohio rails ordered a total——

Q. (Interposing.) This is for 1920?

A. This is for 1920. Ordered a total of 944,104.2 cars. The Chesapeake & Ohio was able to furnish only 482,593.5 cars, or short of the established potential tonnage and order of the mines served by it 461,510.7 cars.

Q. Do you know whether the other roads had about that same relation?

A. I can say that the other roads serving coal mines during this particular period—I was then traffic manager of the Kanawha Coal Operators' Association, and I had to make a survey of the entire country from a coal-producing standpoint and car supply, and there was no other railroad, with the exception of the Louisville & Nashville, that had such a poor car supply as the Chesapeake & Ohio.

Q. Did the others have a considerable difference between the cars ordered and those furnished?

A. How is that?

[fol. 871] Q. Did the others have a considerable difference between the cars ordered and those furnished?

A. Why, considerable difference. I could not say that it was anything like 51.1% of the potential tonnage of the line. I think that these figures would show 51.1% of the order——

Q. (Interposing.) What I was wondering about is this. You take the year of 1920.

A. Yes, sir.

Q. As a normal year.

A. Yes, sir.

Q. If anything like this situation existed on the other railroads it would seem that it must show that the mines are ordering more cars than they can sell coal in if they get them.

A. In 1920?

Q. Yes. You start of- with that as a normal year. If this was a normal year for industry, then it would seem that the industries are getting their normal amount of coal. Suppose you practically double that amount of coal, as

would be the case according to these figures on the Chesapeake & Ohio, how would those industries absorb them?

A. The other lines were able to supply their mines a greater percentage of cars than the Chesapeake & Ohio Railway, and that is the reason the country got its required tonnage. On the Chesapeake & Ohio, the various grades of coal originating on that line, and the shippers who produced that coal were not in a position to supply the demand for that kind of coal.

Q. This was high volatile?

A. This was high volatile and low volatile. I am speaking now from a car distribution standpoint, all districts on the Chesapeake & Ohio Railway.

Q. Do you think that 944,000 cars for the year of 1920 was an ordinary production for the mines which ordered that number of cars?

A. That is their rated capacity. That is their daily order.

Q. That is the daily order?

A. Yes, the daily order.

Q. It seems rather surprising that in an ordinary year these particular mines should have a business nearly double that which they could get the cars for.

A. To explain that fully I would like to read for the record, by months, by districts, if you will allow me, the total number of cars ordered and the total number of cars supplied. That would really explain to you. And then I further expect to introduce as an exhibit the percentage of car supply by districts, by months, for the year 1920, and if you will allow me I will present that at the present time as an exhibit.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Interveners' Exhibit No. 46, Witness Yarborough," and [fol. 873] the same is forwarded herewith.)

(Discussion off the record.)

By Examiner Hunter:

Q. Can you explain how during an ordinary industrial year such a discrepancy between cars ordered and cars furnished came about?

A. I will answer that question, Mr. Examiner, in this way. At the present time the country is producing approximately 10,000,000 tons of coal per week. Under normal conditions we, as shown in the year of 1920, had 51.1% of our orders supplied. At that time, however, the country was producing practically the same amount of coal that they are producing in 1922. With the same amount of coal being produced in 1922 that was produced in 1920 we find that the Chesapeake & Ohio Railway is giving to us today approximately one and one-half supplies a week, which is less than 25% of the car supply. Somebody is supplying the coal and the needs of the public. We are not getting our prorata share of the cars with which to supply the public the coal that, under normal conditions we got in 1920, and at that time we only supplied 51.1% of the demand that we had, that was made upon us by the public. I think that covers it.

For the record I might read a telegram that I have just received from the President of one of my companies, which is as follows:

[fol. 874] "Montcoal reports no cars today making one and seventy-eight hundredths supplies this month."

The railroad on his rating has supplied him only one full supply and 7/10 of another supply in the whole month of November.

By Mr. Avis:

Q. The telegram that you just read referred to the Chesapeake & Ohio.

A. Yes, referred to the shipments on the Chesapeake & Ohio. Just one more explanation, and then I have finished.

The Virginian Railway traffic or transportation official has testified that they can carry coal cheaper to Princeton from Elmore yard, which is their break-up yard than they could handle the same tonnage from Elmore yard to Deepwater. It has also been shown that it is a costly proposition to increase the yard facilities at Deepwater. The general flow of the business originating at the mines on the Virginian Railway is eastbound. The railroad was built for that purpose, because I have walked from one end of the Virginian Railway to the other. I know. I put it under car service when it started out.

I will say that if the Commission finds that the mines upon the Virginian Railway should have joint through rates it would be an advantage to the operators on the Virginian Railway from a car supply and transportation standpoint to have these joint through rates made applicable through [fol. 875] Matoaka and the Norfolk & Western.

I believe that is all.

Cross-examination.

By Mr. Avis:

Q. Mr. Yarborough, you speak, as I understand you, for the operators in the Kanawha District and the operators in the Logan District?

A. I do.

Q. About how many operating companies do you speak for in the Kanawha District?

A. I think my petition of intervention covered that; 114 in the Kanawha and 163 in Logan, producing a potential tonnage of 22,000,000 tons annually.

By Mr. Bell:

Q. What is their aggregate monthly rating now?

A. The aggregate monthly rating is, Kanawha, 1,307, and Logan, 1,770.6 cars daily.

By Mr. Avis:

Q. Mr. Yarborough, what is your opinion as to the results so far as they may affect the operators on the Virginian Railway, would it be beneficial or otherwise if through joint rates should be established as prayed for?

A. I think it would be injurious to their business interests due to the fact that it would certainly reduce their car supply. Their business has always been eastbound, and they have always enjoined anywhere from 20 to 30% car supply in excess of that offered by the Chesapeake & Ohio, [fol. 876] except during this strike, of course conditions have changed.

Q. Considering the public as a whole, what is your opinion of the effect of this establishment of through joint rates?

A. I think it would greatly reduce the purchasing power of the Eastern consumers of coal. I do not think it would increase the consumption of one ton of coal in the West.

Q. Do I understand from your answer that you do not think it would be beneficial to the public, as a whole?

A. I certainly do not.

Q. Can you state whether or not the Western market contemplated in this complaint is or is not more highly competitive than the Eastern market?

A. It certainly is, due to the fact that the entire Central Freight Association territory is surrounded on the east by large producing coal districts.

Further than that, the use (I am just testifying now in a general way) of the coals which are produced in volume on the Virginian Railway is smokeless coals, low volatile coal, and they only move into the west in competition with high volatile coals in domestic use, and to be used in connection with other high volatile coals in the manufacture of by-products of coals. The movement there is, while very large, most of it for domestic uses, hotels and apartment houses in the cities where smoke ordinances are in effect.

Q. From what states does most of the coal come that goes [fol. 877] into those Western markets?

A. From the States of Ohio, West Virginia, Tennessee and Pennsylvania. Also Illinois and Indiana shippers.

Q. Indiana, Illinois, Ohio and Pennsylvania, or western Pennsylvania are commonly called the central competitive field?

A. Yes, sir.

Q. Those fields enjoy much more favorable freight rates, do they not, to Central Freight Association territory than do the West Virginia fields?

A. Yes. Between Ohio and the Inner Greseent, of which Kanawka and Logan are a part, there is an established differential to what is known as the affected and non-affected sections of the Central Freight Association territory, and while there is no fixed differential between Ohio or the Inner Crescent and Indiana and Illinois, there is quite a difference in the freight rate in cents per ton in favor of Indiana and Illinois over the Inner Crescent route.

Q. Can you give the Examiner some idea of the quantity of coal that is produced or goes into that particular section?

A. I would judge about 20,000 cars a day, under normal conditions moved into what is known as the territory north of the Ohio River.

Q. That is approximately 3,000,000 tons of coal a year, is it not?

[fol. 878] A. Yes.

Mr. Avis: That is all.

By Mr. Scott:

Q. Mr. Yarborough, the interests that you represent are located entirely in the Kanawha and Logan fields, as I understand it?

A. Kanawha and Logan and Coal River fields, which is a part of the Kanawha District.

Q. You are not speaking, then, for any of the operators in the New River District, either on the Virginian Railway or on the Chesapeake & Ohio Railway?

A. No.

Q. You are not speaking directly, as I understand it, for the consumers of the coal?

A. No; only in the interest of the public.

Q. Your direct representation here is for the operators in the Kanawha and Logan districts, and Coal River?

A. Yes.

Mr. Scott: That is all.

By Mr. Bell:

Q. If through routes with joint rates were established from Virginian Railway mines to the west via Matoaka and the Norfolk & Western what direction would the coal move from the Virginian Railway mines to Matoaka?

A. Eastward.

Q. So that through routes with joint rates via that route would carry the coal in the same general direction in which [fol. 879] it is moving now via the Virginian Railway?

A. Yes.

Mr. Bell: That is all.

By Mr. Patterson:

Q. I take it that your testimony in regard to the car supply is intended to supplement the various suggestions that have been made that the opening of this through route would lessen the ability of the Chesapeake & Ohio to care for its own coal business originating on its own line?

A. Yes, sir.

Q. You have not got any figures of cars ordered and cars supplied on other coal-carrying lines during the period of 1920 by which we might compare the ability of the several coal-carrying lines with respect to their ability to meet the demands?

A. I think that could be gotten, Mr. Patterson, but more easily by the railroad. The American Railroad Association publishes weekly, (I think now it is semi-monthly) a statement showing the cars ordered and cars supplied by all Class 1-A roads, and covers a period from, I think, January 1, 1920 to date. That information could be secured very easily.

Q. Yes, but without it this does not mean very much, does it?

A. Only to the effect that the Chesapeake & Ohio Railway has not functioned to the mines served by it during this particular period but 51.1% of their requirements, and [fol. 880] which we consider a normal year in the coal business from a transportation standpoint, or from a car order standpoint I should say.

(Question and answer stricken from the record, and discussion off the record.)

By Mr. Patterson:

Q. What do you mean by "normal year" with reference to those figures? Is it a normal year when you are able to sell twice as much coal as you can get cars for? Do you call that a normal year?

A. No. I was only speaking from a transportation standpoint. I think there will be a witness who can testify as to the sale of coal. I cannot, only as a matter of fact, that the mines on the Chesapeake & Ohio Railway, under your distribution and car rating rules have a right to order cars. A mine's daily rating is based on its orders. The facts are

that whether there was a market for this coal or not I know that in 1920 there was a market for every ton of coal we could produce up until the latter part of December of that year.

I believe I can truthfully state that every car that was ordered by every mine on the Chesapeake & Ohio in 1920, whether it was in the Kanawha District or the New River District, could have been sold, and that although it was a normal year, we did not get our pro rata share of the available market at that time due to the lack of transportation [fol. 881] facilities.

Q. There was no reason why, from the standpoint of marketing of the coal, that the same condition should not exist with reference to operators in other fields, and on other railroads, was there?

A. That is true, but I think statistics as to the car supply and operation on other lines, during 1920 are better in every respect than upon the Chesapeake & Ohio.

Q. You have not got any figures?

A. I have not any figures. I am only testifying in a general way.

Examiner Hunter: Are there any further questions?

(No response.)

(Witness excused.)

Examiner Hunter: We will recess until 2.15 p. m.

(Thereupon, at 1.15 p. m., a recess was taken until 2.15 p. m.)

## After Recess

(Met at 2.15 p. m., pursuant to the taking of recess.)

Examiner Hunter: Proceed, gentlemen.

Mr. Avis: I will call Mr. Lee.

[fol. 882] F. M. LEE was called as a witness on behalf of the interveners and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Avis:

Q. What is your name?

A. F. M. Lee.

Q. Age and address?

A. I am 52 years old. My address is Alpoca, W. Va.

Q. What is your business occupation?

A. I am President of the Alpha-Pocahontas Coal Company, and also of the Monticello Smokeless Coal Company.

Q. The Alpha-Pocahontas Coal Company and the Monticello Smokeless Coal Company are petitioners, whose petitions are set forth in the petition of MacAlpin Coal Company, the Slab Fork Coal Company, and others intervening in this proceeding?

A. Yes, sir.

Q. The petitioners in this suit are opposed to the granting of the through joint rates, as I understand it?

A. Yes, sir.

Q. Mr. Lee, will you state the grounds of your objection, and on what experience you base your objections to the granting of the through rates prayed for?

A. Am I at liberty to read a statement?

Q. Yes.

[fol. 883] A. I would like to apologize for any personal egotistical strain in this statement. It may rather sound that way.

From 1905 to 1917 I operated coal mines on the Piney Branch of the C. & O. Railway. The properties managed by me were about an average C. & O. coal property. I personally gave these properties my best thought and time in an effort to make our investment profitable and yield dividends in return.

However, during 1917, and after 12 years of hard work, I sold the properties for exactly the amount of money that we invested in them 12 years previously. In addition to failure to earn more than an average of 1% a year on the property for 12 years, I had to encumber the property with \$30,000 of bonds from time to time to provide sufficient equipment for extensions.

Failure of the C. & O. Railway Company to furnish sufficient coal cars for loading was the chief element entering into my failure as an operator on the C. & O. Railway, as regularly, during certain seasons of the year, and for several months at a time, were told by C. & O. officials that their coal cars were lost in the west and for that reason they were powerless to furnish equipment to operate our mines.

We would make a little money during some months in a year, and before the western lake shipments impoverished the C. & O. equipment, but during the fall and winter months [fol. 884] we were seldom able to operate the mines more than two days a week, which caused us heavy financial losses and continued to pile up debt on the properties.

In 1915 I secured a lease from the Pocahontas Coal & Coke Company, located on the Virginian Railroad. This property carries the Beckley seam of coal in which there is a split ranging from 18 inches to 3 feet thick. This impurity has to be separated from the coal in mining and entails a yardage cost on today's wage scale, of from 35 cents to 50 cents a ton. Our properties are not especially attractive to labor, due to this impurity in the coal, and the maintenance of a sufficient number of miners to load the Virginian Railway equipment furnished us in normal times in our serious problem.

The financial results from the operation of the above lease have been gratifying and satisfactory to myself and associates, and I attribute with great pleasure and gratitude a preponderance of our success to the very reliable and efficient service of the Virginian Railway Company in supplying us coal cars for loading, and their prompt delivery at market.

During the 7 years I have operated on the Virginian Railway and until July last, when the shop strike began, I doubt if our mines have been idle 30 days due to lack of railroad cars.

[fol. 885] Having in mind the disastrous failure experienced by myself on the C. & O. Railroad, as a coal operator, and also the very gratifying success attending my investment and efforts on the Virginian system, I can but look with fear and doubt on any arrangement which would distribute the Virginian coal cars to western territory and thereby establish conditions parallel to those under which C. & O. mines labor to such disadvantage and financial loss.

I believe it has been testified here that if the Virginian road is compelled to ship west, 3,100 cars will be absorbed in this trade. The Monticello Smokeless Coal Company and the Alpha-Pocahontas Coal Company, of which I am the Manager, value very highly about 75,000 tons of business in the Carolinas; and which business largely specifies drop-bottom hopper cars similar to equipment demanded in the west. Should the proposed western business absorb the hopper-bottom equipment and the Virginian Railway Company fail to increase this class of equipment, we would probably lose a large proportion of our Carolina business.

Q. About how much investment have your two companies in their respective properties?

A. The Monticello Smokeless Coal Company has an investment of roughly, \$550,000, and the Alpha-Pocahontas Coal Company, about \$300,000.

Q. What is your potential tonnage of those two companies, respectively?

A. About 1,000 tons a day.

Q. For the two?

A. For the two, yes, sir.

Q. Do you attribute your success on the Virginian Railway to the service and the car supply?

A. Very largely.

Q. You feel that any order of the Commission to establish joint through rates would restrict that car supply and service?

A. I am very fearful of it.

Q. Do you feel that it would affect the trade in the Southeast and the East?

A. Yes, sir.

Q. From the public standpoint, taking the public as a whole, east and west, what do you think will be the effect upon it by the establishment of through rates?

A. When we invest money in the coal proposition it is primarily for our own profit. Second, it is for the benefit of the public. If we do not get out the coal the public suffers. I may say that our customers in the Carolinas have been very apprehensive at times as to shipments on account of fear that they will not get coal on account of short car supply.

Q. Can you tell us about how much that Carolina-Virginia southeastern market consumes annually? Your knowledge [fol. 887] edge is that it is about 7,000,000 tons, is it not?

A. I beg your pardon?

Q. Is it within your knowledge that the consumption of the Carolina-Virginia market to which you refer is about 7,000,000 tons per annum?

A. I have heard that.

Mr. Avis: You may cross examine.

Cross-examination.

By Mr. Patterson:

Q. When did you give up the property on the Chesapeake & Ohio?

A. In 1917.

Mr. Patterson: That is all.

By Mr. Scott:

Q. When did you say that your properties were opened on the Virginian Railway?

A. 1915.

Q. 1915?

A. Yes, sir.

Q. I understood you to say that you have worked up a rather profitable business in the Southeast.

A. Yes, sir.

Q. About 75,000 tons per year, as I have it?

A. Yes, sir.

Q. Mr. Lee, would you be willing to forego that Southeastern business and have your coal restricted entirely to the lines of the Virginian Railway in order to still further [fol. 888] help the car supply?

A. I beg your pardon. I didn't get that.

Mr. Avis: Read the question.

(The reporter read the question, as follows:)

"Q. Mr. Lee, would you be willing to forego that Southeastern business and have your coal restricted entirely to the lines of the Virginian Railway in order to still further help your car supply?"

Mr. Scott: I will put it another way.

By Mr. Scott:

Q. Do you want to hold onto this market that you have worked up in the Southeast, or would you be willing to sacrifice that market in order to help yourself and other operators on the Virginian Railway to secure a still larger car supply?

A. I would not. I consider our Carolina business as extremely valuable.

Q. And you want to hold that Southeastern market?

A. Yes, sir.

Q. If there was no other question than the question of car supply entering into this matter, would you have any desire to ship part of your tonnage in the Western market?

A. I may be a little dense, but I do not understand your question.

Q. Assuming the question of car supply did not enter into the matter at all, are there times when you would well [fol. 889] come an opportunity to ship and send tonnage, a certain part of your tonnage, into the Western markets?

A. I can only answer that by saying that any reliable market opened up to me would be attractive, but my seven years on the Virginian Railway, our market being in the Carolinas, and at tidewater, has been extremely satisfactory.

Q. There never is any time when you would care to go into the Western market?

A. I can only answer that by saying that my shipments on the Chesapeake & Ohio to the western market were never profitable.

Q. If you had no fear as to the car supply, would you be here at this time opposing the petition of the Gulf Coal Company for the westbound rates?

A. The matter of the car supply is my chief thought.

Q. If it were not for that question you would not be here opposing the petition. Is that correct?

A. That is correct.

Q. Your tipple is on the right of way of the Virginian Railway?

A. No, sir.

Q. That is at neither one of your mines?

A. Neither one of them.

Q. Was your tipple ever on the right of way?

[fol. 890] A. No, sir.

Q. Never at any time?

A. No, sir.

Mr. Scott: That is all.

Redirect examination.

By Mr. Avis:

Q. You have no service other than that furnished by the Virginian Railway?

A. Strictly Virginian Railway.

Q. I might ask you where are your mines located. What county are they located in?

A. Wyoming County, West Virginia.

Q. In what is the Winding Gulf District?

A. No, sir. I am on the main line of the Virginian Railway.

Q. On the main line?

A. Yes.

Mr. Avis: That is all.

Examiner Hunter: Have you any questions, Mr. Knight?

Mr. Knight: No, sir.

(Witness excused.)

Mr. Bell: I will call Mr. Caperton.

G. H. CAPERTON was called as a witness on behalf of the interveners and, having been first duly sworn, testified as follows:

[fol. 891] Direct examination.

By Mr. Bell:

Q. Will you state your name and residence and business to the reporter?

A. G. H. Caperton, Charleston, W. Va. Age?

Q. No; I will not ask you that question. Are you engaged in the coal business, Mr. Caperton?

A. Yes, sir.

Q. With what companies are you connected?

A. I am President of the Scotia Coal & Coke Company, Rush Run, W. Va.; the South Side Company, at Caperton, W. Va., both on the Chesapeake & Ohio Railway. I am President of the Slab Fork Coal Company, at Slab Fork, W. Va., on the Virginian Railway.

Q. How long have you been engaged in the coal business?

A. Since 1880.

Q. Are you connected with any sales company?

A. Yes, sir. The New River Coal Company, of Charleston, W. Va., is the sales company for our mines, alone.

Q. They do not sell coal for any other mines?

A. They do not sell coal for any other mines.

Q. Do you speak in this proceeding for any companies other than your own? Have you been authorized to read a statement or make a statement on behalf of the local operators?

A. Yes, I have been authorized to make a statement on behalf of operators on the Chesapeake & Ohio Railway.

[fol. 892] Mr. Bell: And a list of those companies has been given to the reporter.

Mr. Scott: You say the local operators on the Chesapeake & Ohio?

Mr. Bell: Yes.

Mr. Scott: Including the New River District?

By Mr. Bell:

Q. All of those 13 companies are located in the New River District?

A. Yes.

Examiner Hunter: Exclusively on the Chesapeake & Ohio?

By Mr. Bell:

Q. Exclusively on the Chesapeake & Ohio?

A. Exclusively on the Chesapeake & Ohio, with the exception of the Slab Fork Coal Company, which I represent, which is on the Virginian Railway.

Mr. Bell: They are an intervener through Mr. Avis.

By Mr. Bell:

Q. Mr. Caperton, have you prepared a statement of your position in this case in order to condense your testimony?

A. I have, sir.

Q. Will you read your statement?

A. Yes, sir.

This statement is made on behalf of 13 companies operating local mines on the Chesapeake & Ohio Railway in the New River District of West Virginia. The aggregate rating of these mines is 135.6 cars per day, or a greater aggregate rating than the mines of complainant and intervening companies [fol. 893] plainants in this case.

Mr. Bell: Right there, Mr. Examiner, I would like to interrupt enough to state that I have examined the last car distribution of the Virginian Railway, and find that the aggregate rating of the complainant and the intervening complainants on the other side is 91.5 cars.

By Examiner Hunter:

Q. That is November 11 rating?

A. Yes, sir.

By Mr. Bell:

Q. Proceed, Mr. Caperton.

A. The coal produced along the Chesapeake & Ohio Railway in the New River District is low volatile smokeless coal

used largely for by-product domestic and steam purposes. The chief markets for the coal are first the eastern markets which are reached through Hampton Roads and coastwise vessel or all rail to eastern junctions and thence via north and south roads, and second, the western markets north of the Ohio River. By eastern markets the large and growing Virginia and Carolinas market is included. Anthracite coal sells for a higher price than smokeless coal with the result that the market for smokeless coal in eastern territory is increasing rapidly. The eastern householder through long years of experience has become accustomed to the use of a smokeless coal, and this fact, coupled with the rapid increase in population in eastern territory will always offer [fol. 894] an active market for our New River District coal. The fact is that the market for New River coal eastbound is increasing so that the eastern market offers not only the most important present outlet but the most promising future outlet for the distribution of our product.

On the other hand, the western market north of the Ohio River is not only the most intensely competitive market in this country at the present time, but the intensity of the competition is becoming greater year by year. In the first place, according to the Geological Survey reports, this territory produces approximately 200,000,000 tons of coal annually. Furthermore, according to the Ohio Bureau of Coal Statistics, a statistical organization maintained by the carriers, the total movement from what is known as the Inner and Outer Crescent Districts, comprising western Pennsylvania, West Virginia, Kentucky and parts of Virginia and Tennessee, aggregate about 60,000,000 tons per year. The coal produced in the territory north of the Ohio River is what is known as high volatile coal, and by far the major part of that moving from the Crescent Districts is high volatile coal. High volatile coal contains lesser heat units and in other respects is an inferior fuel as compared with low volatile smokeless coal. It therefore sells for a lesser price than smokeless coal. It follows that in marketing smokeless coal in the territory north of the Ohio River the [fol. 895] competition of approximately 200,000,000 tons of lesser priced coal produced in the territory must be overcome, to say nothing of the competition of the millions of tons of coal which now move into that territory from the

Crescent Districts. That coal produced in the territory is what may be termed short-haul coal, that is to say, it is only required to move a few miles to the markets in that territory. Chicago is the largest single coal consuming market in the United States, but Illinois is a large high volatile coal-producing State.

While complainants state that the granting of through routes with joint rates to this destination territory from mines on the Virginian will mean a movement of 1,000,000 tons per annum, and the traffic officials of the Virginian state that the movement will approximate 2,000,000 tons per annum, it is obvious that even the larger amount will have little or no effect upon the price level in that territory. This will be especially true if the development of a new movement from mines on the Virginian will supplant a corresponding movement from mines on the Chesapeake & Ohio in the same district. A large number of the companies in the district operate mines on both roads, and certainly none of these companies will quote prices on coal which they may move from their Virginian mines via the proposed new route which will in any way effect the price which they contemporaneously name on coal which they ship from their Chesapeake & Ohio mines. I am unable to see therefore how the consuming public in the west will be benefited in the slightest particular by the purchase of coal from John Jones on the Virginian instead of from John Smith on the Chesapeake & Ohio in precisely the same district.

I understood from the testimony of Mr. Williamson for complainants that the Chesapeake & Ohio would be supposed to furnish part of the cars necessary to operate the proposed through route with joint rates to the west. These cars for loading on the Virginian will therefore be taken away from competing mines on the Chesapeake & Ohio. Our experience has been that it takes more than twice as long for coal to move from Chesapeake & Ohio mines to the west than it takes the same coal to move from the same lines to the eastern market. It follows, therefore, that every car which the Chesapeake & Ohio puts into the service of moving coal from Virginian mines to the west will be equivalent to the taking of two cars from the movement of coal Chesapeake & Ohio mines to the east. In other words, the practical effect of granting the prayer of the complainant,

speaking from the standpoint of a Chesapeake & Ohio operator, will be the depriving of the eastern coal-buying public of at least two cars for the purpose of enabling the western coal-buying public in an already high competitive market to receive an additional car of smokeless coal.

[fol. 897] The situation resolves itself into this: If the movement of one or two million tons of coal from Virginian mines to the west supplants a corresponding movement of a similar amount from Chesapeake & Ohio mines to the west, the Chesapeake & Ohio operators will be deprived not only of that much business to the west, but also of the certain portion of their present car supply to the east which will be necessary, according to complainants' witness, to enable the Chesapeake & Ohio to do its part towards the furnishing of facilities to operate the new route with joint rates. Of course, if the total movement of smokeless coal to the west is not increased, it would be foolish to suggest that the public would be benefited by any reduction in prices. If the total movement to the west is increased by the one or two million tons estimated by complainants and the Virginian, the percentage ratio which this amount bears to the total amount of coal now competing in that territory is so infinitesimal that as a practical matter there would be no effect upon the level of prices. On the other hand, as previously pointed out, the quantity of coal which the Chesapeake & Ohio local mines could produce and ship would be greatly reduced to the immediate detriment of their eastern customers and the ultimate detriment of all their customers. I have been operating coal mines on both the Chesapeake & Ohio and Virginian for 38 years, and [fol. 898] my experience has been that the eastern market has commanded more satisfactory prices. It is true that there have been times like the present abnormal times when the western market has temporarily commanded a higher price than the eastern market but, viewing the situation from the standpoint of a period of years, I can say that the eastern market is the more satisfactory. In the first place we sell a larger percentage of contract coal to the east than we do to the west. By that I mean that of our total shipments to the east the percentage of contract coal is greater than that of our percentage of total shipments to the west. Coal contracts generally call for the delivery of a comparatively uniform tonnage throughout the year,

hence the sale of a comparatively large contract tonnage of coal enables the operator to keep his mines running throughout the year. Selling coal by contract is the businessman's way of distributing his product; selling it on the spot market is the speculator's way of selling this household necessity.

Q. Have you made an investigation of the comparative prices and relative tonnages which your companies have shipped to the west and east during the last few years?

A. Yes, sir, I have.

Q. Would you read into the record for the information of the Examiner and the Commission what your experience has been in that regard?

[fol. 899] A. I have a statement here taken from our records of coal sold by the New River Coal Company since 1916.

We have kept this record since the first life of the New River Coal Company. The records are all complete from the first year that we did business.

In 1916, 1917, 1918, 1919, and a part of 1920, the New River Coal Company was selling coal of a number of mines in the New River District.

Q. Besides your own mine?

A. Besides our own mine. With April 1, 1920, we surrendered those mines except our own, since which time we have only been selling our own coal.

From April 1, 1916 to March 31, 1917, we sold run-of-mine coal to the east, 1,682,397 net tons, at \$1.32.

We sold during the same period, 59,717 tons of run-of-mine coal in the western market at a price of \$1.46.

We sold that same year prepared coal east to the extent of 13,231 tons at \$2.87 a ton, and 72,148 tons of prepared coal in the western market at a price of \$2.57.

From April 1, 1917 to March 31, 1918, we sold run-of-mine coal in the east, 1,260,369 tons at a price of \$2.85. During the same period we sold 38,464 tons of run-of-mine coal west at a price of \$3.24.

We sold 9,671 tons of prepared coal east at \$3.65, and 61,145 tons of prepared coal west at \$4.13.

[fol. 900] From April 1, 1918 to March 31, 1919 we sold 943,133 tons of run-of-mine coal east at a price of \$2.69. We sold 67,680 tons run-of-mine coal west at a price of \$2.75.

We sold 113,055 tons of prepared coal east at \$2.95.

We sold 9,370 tons prepared coal west at \$2.98.

From April 1, 1919 to December 31, 1919, we sold 523,327 tons of run-of-mine coal east at a price of \$2.75.

We sold 103,179 tons run-of-mine coal west at \$2.77.

We sold 20,671 tons of prepared coal east at \$3.37.

We sold 43,770 tons of prepared coal west at \$3.49.

From January 1, 1920 to December 31, 1920, we sold 483,778 tons run-of-mine coal at a price of \$3.77.

We sold 9,102 tons of run-of-mine coal west at \$3.33.

We sold 30,751 tons of prepared coal east at \$4.56.

We sold 9,526 tons of prepared coal west at \$3.67.

From January 1, 1921 to December 31, 1921, we sold 306,798 tons run-of-mine coal east at a price of \$3.31.

We sold 1,521 tons run-of-mine coal west at a price of \$3.88.

We sold 10,837 tons of prepared coal east at \$5.10.

We sold 2,105 tons of prepared coal west at \$5.00 per ton.

From January 1, 1922 to September 30, 1922, nine months, we sold 315,007 tons of run-of-mine coal east at a price of \$2.31.

We sold 819 tons run-of-mine coal west at \$2.24.

[fol. 901] We sold 5,054 tons of prepared coal east at \$3.47.

We sold 2,157 tons of prepared coal west at \$3.45.

Q. I notice during the year April 1, 1916 to March 31, 1917, for example, the average price which you received east was 14 cents per ton less than the average price which you received west for run-of-mine coal.

A. What year was that?

Q. April 1, 1916 to March 31, 1917. Notwithstanding the fact that you received a slightly greater price per ton for the 59,000 tons west than you received for the 1,600,000 tons plus east, do you regard the eastern price as the more satisfactory, and if so, why?

A. Very much more satisfactory, because of the stability of the market.

Q. Was a large percentage of that 1,600,000 tons contract coal?

A. I would say that at least 90% of it was.

Q. I wish you would please explain a little more in detail to the Examiner the desirability of a coal operator contracting a large percentage of his output, notwithstanding

ing the fact that it may command a slightly less price than a possible speculator's spot price.

A. Well, it depends somewhat upon the market that you are contracting in.

A contract that is really a contract is desirable at all [fol. 902] times. It affords you a basis of operation of tonnage, and where the contracts can be depended upon to be carried out, they are certainly more beneficial to the operator than if he went onto the spot market to sell his coal.

The differences in the eastern market and the western market is that a contract made in the eastern market is a contract. A contract made with a dealer in Chicago, for instance, simply depends upon what other people do in the Chicago market. You have got to meet conditions made by other people in that market, and consequently a contract is very seldom lived up to. And we did no contract business in the western market to any extent at all. As a general thing, I regard a contract in the western market, in Chicago and Detroit (we had some friends there that we did make contracts with) as a piece of paper.

Q. For the same reasons that contracts are desirable from an operator's standpoint, are they desirable from the standpoint of the average large consumer of coal?

A. Oh, I think decidedly so, sir.

Q. In other words, when a consumer contracts with an operator, if the operator is reliable, he knows when and where he will *bet* his coal, and if the consumer is reliable, an operator knows when and where he can dispose of his coal?

A. Yes, sir.

[fol. 903] Mr. Bell: Your Honor, was there a question that you wanted to ask there?

Examiner Hunter: Yes.

By Examiner Hunter:

Q. Isn't there competition in the east in the sale of coal?

A. Is there what?

Q. Competition.

A. Surely.

Q. How does it come that the eastern retailers are not inclined to *welch* on their contracts just as much as the dealers in Chicago?

A. They are made in a different way.

Q. Why couldn't you draw the same sort of contract for your western sales?

A. Because the western contract is a buyer's contract. The eastern contract is a seller's and buyer's contract.

Q. You mean that the contracts that you make in Chicago are not legally enforceible?

A. Possibly so, but they never have tried to enforce them. It destroys your business when you undertake to do it.

By Mr. Bell:

Q. In other words, the form of contract in the west is part of the competition which you must meet in the west?

A. The form—the general contracts that are made in the west are dependent upon somebody's else coming in and [fol. 904] offer coal in that market for—

By Examiner Hunter:

Q. (Interposing.) You might have cases in the east where someone would come in and offer coal for less.

A. That is true.

Q. What is it in the eastern market that is much superior to that of the western?

A. My experience has taught me that we find more fair contracts in the east than in the west.

Q. Is it because the trade is somewhat more settled?

A. I could not say.

By Mr. Bell:

Q. Your answers to those are based upon your actual experiences in the business?

A. Yes. I had an office in Chicago for four or five years, possibly longer, and I had an office in Cincinnati for ten or twelve years. I have abandoned all of them.

By Examiner Hunter:

Q. Is there as much contract coal, in proportion, in the west as in the east?

A. I think not. It is more of a spot market.

Q. I am wondering if that is not really the explanation of the contract difficulty, that they have got more on a contract basis in the east. Isn't that the situation?

A. It is one of those puzzles. You could only guess at it, sir.

By Mr. Bell:

Q. Have you had many years' experience in the sale, [fol. 905] yourself, Mr. Caperton, as a coal salesman?

A. I have, in the active handling of coal for the past 20 years.

Q. All right. You may proceed with your statement.

A. Speaking of the desirability of running mines more or less uniformly throughout the year suggests the importance of the labor situation. The greatest competitor of the New River District in the production of smokeless coal is the Pocahontas District on the Norfolk & Western.

By Examiner Hunter:

Q. In speaking of this you mean competition generally, and not with respect simply to West Virginia; but competition which you must suffer throughout your selling territory?

A. They are the greatest competitors we have in the smokeless coals.

By Mr. Bell:

Q. They produce smokeless coal like the New River District?

A. They go into the same markets that we do, everywhere.

By Examiner Hunter:

Q. Is there some smokeless coal produced in the more northern districts? There is, is there not?

A. In the Pennsylvania Districts, yes, sir.

Q. Yes. The Pocahontas competition is much more severe with you than the Pennsylvania?

A. Yes, sir.

[fol. 906] It is notoriously known that the car supply of the Norfolk & Western averages very much better than that of the Chesapeake & Ohio. The result is that the Pocahontas District mines work a greater number of days on the average than do the New River District mines on the Chesapeake & Ohio. It is therefore very difficult for Chesapeake & Ohio local operators to hold their men in the face of the

greater available working time enjoyed by the Pocahontas District mines on the Norfolk & Western. The Pocahontas District is a non-union district. The New River District is a non-union district, but as the Examiner and Commission know, it has been having a very difficult time in keeping it a non-union district. If anything is done in this case to reduce the already lesser car supply of Chesapeake & Ohio mines, I do not hesitate to say that we will have trouble holding our men and if we do hold them they will be restless and discontented. It is unnecessary for me to add that such a labor situation is full of dynamite in its possibilities.

The mines of complainant and intervening complainants are located on the Virginian Railway. The mines which I am speaking for in this case are located on the Chesapeake & Ohio in the same district. It may be interesting to the Commission, therefore, to know how the car supply of the Virginian local mines compares with that of the Chesapeake [fol. 907] & Ohio local mines in normal times. The year 1921 was what is known as a flat coal market and is therefore not a proper period to compare the car supply advantages or disadvantages of these two groups of operators. On the other hand the present year so far has been an abnormal year in that the railroads have been troubled with strikes and the country has gone through a nation-wide strike of union miners. I have therefore taken the period from March 1st to December 31st, inclusive, of the year 1920. Federal control of the railroads terminated on the last day of February, 1920, and the roads were turned back to their owners on March 1st. There was an active coal market throughout the year 1920 so that the period from March 1st to the end of the year may properly be taken as a fair test period to determine the advantages or disadvantages of the mines on these two roads from a car supply standpoint. I have prepared a statement showing the aggregate daily rating on a 50-ton per car basis of the mines on each road during each of the months referred to, and also the aggregate number of cars received on the basis of 50 tons per car by all the mines on each road during each of those months. This statement shows that the Virginian local mines received the average equivalent of enough cars to run 14.9 full days per month, whereas the Chesapeake & Ohio local mines received the average equivalent of sufficient

cars to run only 10.2 days per month. In other words, the [fol. 908] Virginian local mines received nearly 50% greater car supply than did the Chesapeake & Ohio local mines. My experience with the operation of mines on both roads enables me to say that this showing is a fair picture of the average car supply conditions on the two roads in normal times.

Mr. Bell: I want to introduce that statement in evidence as Exhibit No. 47.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Interveners' Exhibit No. 47, Witness Caperton," and the same is forwarded herewith.)

Mr. Bell: I would like to have the record further show, Mr. Examiner, that this period was taken because during this period both the Chesapeake & Ohio Railway and the Virginian Railway received more orders for cars than they could supply, and it was taken merely to show the relative ability of those two roads to furnish cars to their mines. It is not intended to reflect upon the Chesapeake & Ohio at all, but merely to show in view of their conditions that they have to meet, that in the very nature of things they cannot give their mines as good a car supply as the local mines on the road on which the complainants' mines are located, namely, The Virginian Railway.

That is all.

[fol. 909] Cross-examination.

By Mr. Avis:

Q. Mr. Caperton, what is your connection with the Slab Fork Coal Company?

A. President.

Q. That is one of the 39 petitioners from the Winding Gulf section?

A. Yes.

Q. Can you state that what you have said in comparison between the Norfolk & Western or Pocahontas district and the New River district and the Chesapeake & Ohio is the same or practically the same in comparison between

the Winding Gulf District and the New River District as to the car supply?

A. Yes, sir.

Q. How does the car supply on the Virginian Railway compare with what you have pointed out as being the car service on the Chesapeake & Ohio—on the Norfolk & Western? About equal, is it not?

A. I do not know that I can answer that, Mr. Avis. I am not posted as to the car supply on the Norfolk & Western Railroad. I only have that from hearsay.

Q. You have some general knowledge. You hear that matter discussed frequently, do you not, in a general way, as to the way that the car supply upon the Virginian Railway and the Norfolk & Western Railway compares? It is [fol. 910] about equal, is it not?

A. I have heard it, yes, but I could not make a statement.

Q. The Winding Gulf District is also a non-union district, is it not?

A. Yes, sir.

Q. And it has always been?

A. Yes, sir.

Q. What is your potential tonnage in the Winding Gulf District of the Slab Fork Coal Company?

A. About 30,000 tons a month, normally.

Q. About how much have you invested in that plant?

A. About \$750,000 investment there.

Q. Do you think any benefit can result to the public by the establishing of the joint through rates west?

A. Any benefit to the public?

Q. Yes.

A. No, I do not.

Q. You have in your prepared statement pointed out where you think the coal operators will suffer in the New River District.

A. Yes, sir.

Q. Do you not think they will suffer in the Winding Gulf District in a similar way?

A. If their cars are sent west, undoubtedly.

Q. Do you supply any coal in the Southeastern markets, [fol. 911] the Carolinas and Virginia?

A. Yes, we have a very nice trade there.

Q. Is that not a growing market?

A. Yes.

Q. Increasing from year to year?

A. Yes, sir.

Q. Are you aware that at this time it consumes about 7,000,000 tons of coal per annum?

A. I think the Bureau of Mines or the Geological Survey reports about 7,000,000 tons to eastern Virginia and the Carolinas.

Q. That is what I was referring to.

A. Yes, sir.

Mr. Avis: That is all.

Redirect examination:

Mr. Bell: I just have one or two questions that I overlooked, Mr. Examiner.

By Mr. Bell:

Q. What is the aggregate investment, generally speaking, of the 13 companies on whose behalf you submitted that statement?

A. I could not say definitely, Mr. Bell. I would imagine four and one-half million dollars.

Q. About how many men do they employ?

A. They employ 2,000 or 2,500.

Mr. Bell: That is all.

[fol. 912] Recross-examination.

By Mr. Scott:

Q. Mr. Caperton, in the statement that you read I understood it was intended to reflect the viewpoint of the Chesapeake & Ohio local operators in the New River District?

A. Yes, sir.

Q. And not your attitude with reference to the Slab Fork Coal Company?

A. No; that was a Chesapeake & Ohio statement.

Q. Purely a Chesapeake & Ohio statement?

A. Yes, sir.

Q. You made some statement about Mr. Williamson's suggestion that possibly the Chesapeake & Ohio would be required to furnish some of the cars necessary to take care

of the westbound business from the Virginian Railway. Supposing that Mr. Williamson is wrong in that regard, then what would the attitude of the Chesapeake & Ohio shipper be, for or against or neutral with respect to the westbound rates?

A. That is if the Chesapeake & Ohio would not furnish any cars?

Q. Yes.

A. What would be my attitude as a Chesapeake & Ohio shipper?

Q. Yes.

A. I would be just as much opposed to it as if they had [fol. 913] supplied the cars.

Q. Leaving out of consideration the concern which you have for the public, of course, and purely from your standpoint as an operator, would you be for or against it?

A. Against it.

Mr. Scott: That is all.

By Mr. Bell:

Q. Would the reason for that be, Mr. Caperton, that in your judgment the addition of this new through route with joint rates would slow up transportation, even though they had the cars?

A. It would be putting more coal onto a highly congested road to the detriment of every mine local to the Chesapeake & Ohio.

By Mr. Scott:

Q. Do you entertain the same attitude toward new openings on the Chesapeake & Ohio, for instance, the extension down in the Logan field and other new mines that are opened up—are you generally opposed to that in that you believe production has now reached the extent where it should be further curtailed?

A. I think I have for the past 30 years begged the Chesapeake & Ohio to stop their development.

Q. I wanted to ask you one question about the Southeastern territory. Do you have a market in that territory?

A. What, sir?

Q. A market in the Southeastern territory?

[fol. 914] A. Yes, sir.

Q. That is for the Slab Fork—

A. (Interposing.) No, sir, for all common coal; Chesapeake & Ohio and Virginian Railway.

Mr. Scott: I do not want to go into some question in the cross-examination of Mr. Caperton that he did not make on direct. If you did not intend to cover the situation with respect to the Slab Fork Coal Company, Mr. Caperton, I will withdraw that question.

Mr. Avis: There were questions asked by me with reference to the Slab Fork Coal Company.

By Mr. Scott:

Q. Have you a market in the Southeastern territory for your coal produced at your Slab Fork coal mine?

A. Yes, sir.

Q. Is that a market of some considerable tonnage?

A. Yes, sir.

Q. Would you, in the interest of other operators on the Virginian Railway, that is, straight Virginian Railway operators who confine their shipments to the Virginian Railway and tidewater, be willing to give up the Southeastern market?

A. I would not.

Mr Scott: That is all.

By Mr. Avis:

Q. Mr. Caperton, I asked you if the Slab Fork Coal Com-[fol. 915] pany ships over the Virginian Railway. You feel that your Southeastern business would also be affected by any curtailment of car supply on the Virginian Railway, would it not?

A. Yes, sir.

Q. Can you not draw the conclusion from your testimony that joint through rates to the west are bound to injuriously affect the operators on both the Virginian Railway and the Chesapeake & Ohio Railway in the New River District and the Winding Gulf District?

A. Yes, sir.

Q. And without any resulting advantage to the public?

A. And without any resulting advantage to the public. I cannot see how the public would be benefited at all.

By Mr. Scott:

Q. Did you ever make any effort to secure an outlet from your Slab Fork mines by way of the Chesapeake & Ohio?

A. Yes, but I dropped it, though. I made a bluff of that sort, but dropped it because I thought it was wisdom to do so.

Q. But you did make the effort?

A. I played with it a little bit.

(Discussion off the record.)

By Mr. Avis:

Q. I did not develop the fact that your Slab Fork mine is served only by the Virginian Railway. That is true, is [fol. 916] it not?

A. Yes.

(Discussion off the record.)

By Mr. Bell:

Q. You said something about being on committees to sort of hold down the number of mines on the Chesapeake & Ohio. Was one of the reasons for that that the Chesapeake & Ohio was not increasing its facilities as fast as the mines were developed?

A. Yes, the development went ahead, just as it does on all coal roads.

Mr. Bell: That is all.

By Mr. Avis:

Q. The prices that you quoted into the record awhile ago are prices f. o. b. cars at mines, or not?

A. Yes, sir.

Mr. Avis: That is all.

By Mr. Patterson:

Q. Mr. Caperton, for a correct appreciation of the comparison shown in your exhibit No. 47, it would be proper,

I take it, to have in mind the situation which has been shown here of the relatively quick turnover of cars by reason of the Virginian Railway's one-endedness as compared with the Chesapeake & Ohio each way, would it not?

A. I think so, surely.

By Examiner Hunter:

[fol. 917] Q. You testified, I believe, that in your judgment the New River basis from the Virginian Railway mines west would not increase the total amount of coal shipped west?

A. I do not believe it would, sir. I think, Mr. Examiner, that the west is getting all the smokeless coal they want. If the west calls for the coal and is in a position to take it they can get it from Pocahontas and New River fields.

Q. I do not understand what these cars would be doing. I understand your testimony to be that both the mines on the Chesapeake & Ohio and the Virginian Railway would lose in car service.

Mr. Bell: Here was the point—

Examiner Hunter (interposing): Let the witness answer.

The Witness: My idea is that if the Virginian Railway cars are sent to the western market as western cars and they are held for all the roads, it is going to detract from the supply on the Virginian Railway. If the Chesapeake & Ohio has to furnish cars to the Virginian Railway in place of the cars they take off the Virginian Railway it would detract from the supply of cars on the Chesapeake & Ohio to the detriment of their mines local to the Chesapeake & Ohio.

By Examiner Hunter:

Q. Taking the two roads together, how would it come that permitting these shippers on the Virginian Railway to ship west the same as those who are on the Chesapeake [fol. 918] & Ohio are now shipping west—how is that going to reduce the total car service, if you are correct, in your view that the total amount of coal shipped west would remain the same?

A. I would judge from the slow movement to the west.

Q. But would it be any slower than it is now?

A. Possibly not. It is slow enough now.

The Virginian Railway has got a slow movement with the cars they have got, and you can see a dangerous condition for the Virginian Railway shippers until such time possibly that they could rectify it by getting more cars.

Q. Take this view of it. Just put together your various statements. In the first place, if the total amount of coal that goes west remains the same, and then you say that more Virginian Railway cars will be used in shipping coal west. Now, doesn't that release some cars?

A. I cannot see it.

Q. Where are those cars going to be, then? In other words, how can it be that the total amount of shipments going west remaining the same, there is a loss in car service on one or both of these roads?

A. It might be left over in the Pocahontas field, or the Tug River field. That market does not belong to the Chesapeake & Ohio Railway and the Virginian Railway. It is a market largely enjoyed by the Norfolk & Western Railway.

[fol. 919] Q. What would the Virginian Railway cars be doing over there?

A. They would not be there. They would go west over the Chesapeake & Ohio to take business away from the Norfolk & Western.

Q. You feel quite sure they would not take any business from your Chesapeake & Ohio mines, for instance?

A. They are just as liable to take it from the Chesapeake & Ohio Railway mines as they would be from the Norfolk & Western. That is a simple matter.

Mr. Bell: I think you overlooked the fact that Mr. Caperton's statement was based on two hypotheses, first, if the tonnage is increased and does not decrease the Chesapeake & Ohio tonnage, and, second, if it does supplant the Chesapeake & Ohio tonnage, of course, no one knows what it will do, so far as supplanting tonnage is concerned.

Examiner Hunter: We have so many assumptions in this case for the purpose of reaching a conclusion that it is pretty difficult to tell what is testimony and what is argument.

Mr. Hotchkiss: To my mind it is perfectly clear that if any approximate amount of coal is to move from the Virginian Railway west it will displace coal that would move

from the Chesapeake & Ohio, and that coal from the Chesapeake & Ohio has got to find a market, and there have got to [fol. 920] be cars supplied to take that coal to market. The Chesapeake & Ohio mines are not going to stay idle because their western market may be taken away. They would have to have cars in which to get that coal to market.

Examiner Hunter: Perhaps that coal would go to tidewater.

Mr. Hotchkiss: It might go to tidewater, but it might go somewhere else.

Examiner Hunter: If it goes to tidewater that will release some of the Virginian Railway cars which otherwise would go to tidewater.

Mr. Hotchkiss: But that does not help the Virginian Railway operator any.

Examiner Hunter: Doesn't it come down to this, that the effect of the new gateway is to broaden competition among these producers to the various consuming fields?

Mr. Hotchkiss: At the expense of the carrier in the way of equipment.

Examiner Hunter: You do not for a moment think that the total car service is going to be reduced?

Mr. Hotchkiss: What is that?

Examiner Hunter: You do not for a moment think that the total car service is going to be reduced? It is true there may be a change in the relationship of the different railroads, but it will not take any more cars to ship the same amount of coal than it did before.

[fol. 921] Mr. Hotchkiss: I do not entirely agree, Mr. Examiner, if you please, with Mr. Caperton's statement or other operators' statement that there will not be some increased movement of coal to the west, because I think wherever you develop business the people are going to undertake to find a market for it, and while I do not believe there is going to be any advantage developed by an increase in the low volatile coals in the west unless the eastern market discontinues to function, and there is no demand for coal in the east, yet to whatever extent it does increase and takes away by reason of it coal that might move from the Chesapeake & Ohio, that coal that is on the Chesapeake & Ohio has got to find a market. The operators are not dead on the Chesapeake & Ohio, and therefore they are going

to find a market for their coal, and you have got to furnish cars for that coal to some other destinations, not necessarily tidewater; some other destination, possibly into the Southeast, the Carolina territory, where the movement of the equipment is not so good as it is to tidewater.

I do not see how you can get away, by any possibility, from the fact that the car question is involved, and that whatever cars may be taken from any company to serve a through route and joint rates from some other section is going to deplete your car service to the disadvantage of any line which has to furnish the cars.

[fol. 922] Mr. Scott: I have no further questions.

(Witness excused.)

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Mr. Bell: I will call Mr. Higgins.

S. C. HIGGINS was called as a witness on behalf of the interveners and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Bell:

Q. What is your name and address and experience?

A. S. C. Higgins, Mt. Hope, W. Va. I am Traffic Manager of the New River Coal Operators' Association.

Q. How long have you been connected with that Association?

A. Since January 15, 1921.

Q. What are your duties with that Association?

A. To look after the car supply of the district, as a whole, and to assist the operators in the district in finding markets and protecting their general requirements, looking into the matter of delays, handling the general traffic matters which come up in the operation of the mines.

Q. How many members are there in your Association? How many different companies?

A. Fifty-eight operating companies.

Q. On what roads are they located?

[fol. 923] A. The Chesapeake & Ohio, the Virginian Railway, the Sewell Valley, the Kanawha, Glen Jean & Eastern.

Q. How long have you been engaged in that sort of business, Mr. Higgins?

A. I have been in the traffic and transportation work with the railroads for a period of 11 years, at which time among other things I was car distributor, yardmaster, and assistant trainmaster.

That was followed by my connection with the American Railroad Association at Washington, at which time I was directly connected with the operation of terminals and other matters in connection with operation, followed by distribution of cars as between railroads throughout the country. That was during the period of Federal control.

And that was followed by my connection with the Lehigh Portland Cement Company as special assistant to the General Traffic Manager, mainly engaged in traffic and transportation work.

Q. Can you state in a general way what percentage of the coal mined by your members goes west and what percentage goes east?

A. Taking the shipments over a period of years, as a whole, it is reasonable to suppose that it approximates about 30% west and about 70% east.

Q. In your study of the situation and your connection with this Association are you able to state why more ton-[fol. 924] nage is not moved west?

A. One of the particular reasons that more tonnage does not move west from New River is the car supply feature; that we have a better turn-around on our eastern movement than we do on our western movement, and most of the coal from the New River District moves overhead on the Chesapeake & Ohio. That is to say, it does not find its market on the Chesapeake & Ohio proper, but is delivered to connecting lines.

The delays in getting the coal to billing destinations is rather severe when there is a demand for the coal, and that is the only time when you experience a car shortage. And by reason of the fact that there are delays in getting the coal there are a great many of the companies that I represent that have not gone into the matter of developing more fully the western market.

There could be added to that statement that the Chesapeake & Ohio by means of a letter to not only my office,

but to operators in our field and the other fields, together with personal solicitation, has particularly asked that we refrain from shipping coal westbound over its railway only to the minimum on account of the fact that its facilities were not such that it could handle all of the normal westbound business offered. It has made that not only against the New River field, but against the high volatile fields, as well. [fol. 925] Q. In other words, the Chesapeake & Ohio has requested the operators to reduce their shipments to the west as much as possible?

A. That is right.

Q. If the operators did not comply with this request what expedient was imposed?

A. We had an embargo put against us, and that embargo more recently was just—it was in effect for two weeks, preventing any movement westbound. That was due to congestion.

Q. Has your attention been called recently to any serious delays in westbound movement?

A. There are always delays in the westbound movements when there is any substantial movement of coal from the Kanawha and Logan districts, and some of the companies have found it necessary to not close their October accounts until November 13 of this month on account of not having weights back on the coal already shipped.

Q. Based on your experience in connection with the American Railway Association and railroads, generally, are you able to state that the general practice is for roads to make an equalization of interchange at junction points between empties and loads?

A. That is correct.

Q. At the present time?

A. Yes.

[fol. 926] Q. Have you any further statement to make, Mr. Higgins?

A. I think it would be well to say that if there was additional movement of coal westbound the Chesapeake & Ohio would find it difficult to take care of that additional movement, and if the gateway at Deepwater was opened up from an operating standpoint it would not be to the interest of the revenue of the Chesapeake & Ohio inasmuch as it would be necessary to handle their westbound trains light out of

the New River District to the extent that there was coal held at Deepwater for movement westbound.

To make that clearer, Mr. Examiner, the greater percentage of the car supply for the New River District comes from the east and quite frequently those cars are handled through the New River District to the Kanawha District, and the empties for loading in the Big Sandy District, the Logan District, and the Coal River District mainly come from the western territory.

The number of empties moving through if Deepwater was made the equalization point would either come from the New River District, from the east, or from the western territory, entailing a movement of empties in either event through two coal fields that need the cars, and always in periods of short car supply are very short of equipment.

If the Virginian Railway were to deliver those cars to the Chesapeake & Ohio Railroad for movement westbound at the approximate rate as given by the complainant in this [fol. 927] case, 65 cars per day, it would mean that there would be approximately 3,000 Virginian Railway cars taken away from service on the Virginian Railway and placed in this general service westbound. The carriers would not immediately after 65 cars were delivered deliver 65 cars back to the Virginian Railway inasmuch as those cars would be consuming not less and a great deal more than 40 days in making the turnaround.

If the Commission should say that equalization should be made effective at once, then it would necessitate taking 3,000 cars out of the Chesapeake & Ohio service in order to maintain that equalization. The 3,000 cars that would be taken out of the Chesapeake & Ohio service would not be on their line, but they would be off the line and scattered.

To make that clearer again; when Chesapeake & Ohio cars move westbound, and that applies to Baltimore & Ohio and other lines, if they are going to the immediate Central Freight Association territory they are used at this season of the year in the sugar beet trade, other than coal; they go into sand and gravel, lumber-loading, and if they go to the Northwest they come back to Illinois and Indiana and make one or two trips quite often back to the Northwest again.

The cars are lost for that period. A railroad cannot operate economically and make revenue as demanded when

its line is congested, and the Chesapeake & Ohio Railway is [fol. 928] not in a position, without obtaining better deliveries to its connections, which is one of its limiting factors, inasmuch as the present figure of the loaded movement westbound through the Russell yard as given by the Chesapeake & Ohio Railway officials, is 1,700 cars per day. As long as that congestion remains the Chesapeake & Ohio Railway cannot handle any additional business. The cars, if loaded on the Virginian Railway in this joint movement, are going into a big whirlpool that merely aggravates the situation more than it is aggravated at the present time.

The mines on the Chesapeake & Ohio Railway in the New River District are averaging and have been for some time a day and a half a week. We cannot lose any more cars, and one of the reasons why we are only operating a day and a half a week is because we cannot get the cars away from us that are under load, and because we cannot get the empties back to us, and the situation is felt very strongly by the Chesapeake & Ohio Railway officials, as well as the authorities at Washington, and the Commission, Division 5, if you please, has taken up the question of the congestion on the Chesapeake & Ohio Railway.

Any additional markets opened up westbound will further retard the development of the properties located on the Chesapeake & Ohio which depend solely on the Chesapeake & Ohio Railway for their existence at the present time.

[fol. 929] Q. What is the aggregate rating of the mines in your Association, roughly speaking?

A. Roughly speaking?

Q. Yes.

A. On the Chesapeake & Ohio, 1,350 cars, based on 50 tons.

Q. I wish you would explain *the* the Examiner what good an adjustment of rates will be to the complainant or any other operators if they have not got cars to load the coal in?

A. Such an adjustment would be merely a paper rate. If you cannot get the cars the rate does not amount to a continental, and you are just following yourself.

Q. In other words, when it comes to coal and coal rates the car is much more important than the rate. Is that true?

A. You cannot use the rate made by the Commission unless the cars are supplied for it.

Q. And the mines cannot operate unless they get cars?

A. The mines cannot operate unless they get cars.

Q. Other manufacturing concerns can go on working, even though they have not got cars?

A. They can store their product, but it is not possible for the mine to do that except in remote cases, where they may have the ability to store a few thousand tons, if you please, on the mountain side, or in a valley. But, very few [fol. 930] of the properties have storage bins, or storage space that they can store coal in, and I should say that 98% of the properties must depend on cars in order to keep their mines in operation.

Mr. Bell: That is all.

Cross-examination.

By Mr. Avis:

Q. You were speaking of the car supply on the Chesapeake & Ohio averaging about one and one-half days a week.

A. Yes.

By Mr. Scott: What period is that?

By Mr. Avis:

Q. The present period, as I understood it.

A. Yes, sir.

Q. That small supply not only affects the operators along the line, but it affects many thousands engaged in this industry, does it not?

A. Yes, sir.

Q. It makes it so that they can hardly earn sufficient to live on. Isn't that true?

A. Absolutely. The miner has no other source of income except from the operation of those mines, and unless he gets work he must be deprived of a living. That is one thing that the operator looks out for, his men.

Q. Have you any idea how thousands are engaged in the mining industry on the Chesapeake & Ohio; some general idea of it?

A. No, Capt. Avis, I could not say as to that.

Q. Would it be in the neighborhood of 20,000 men?

A. I should say that that would be a very conservative estimate.

Q. There are several thousand engaged in that industry on the Virginian Railway?

A. Yes, sir.

Mr. Avis: That is all.

By Examiner Hunter:

Q. Mine labor is rather fluid, is it not?

A. Mine labor goes, to a very great extent, to the source of the greatest working time, yes, sir.

Q. These mines on the Virginian Railway, if they mine more coal would have to have more labor?

A. Yes, but you are creating a discriminatory condition there. If you operate the mines on the Virginian Railway with a greater car supply within a district that produces the same coal than you operate the Chesapeake & Ohio mines.

Q. The testimony here is that that is the condition now. More so now than it would be if the gateway were opened.

A. It is true that the Virginian Railway has during normal times a greater car supply by reason of not having the Western outlet and can turn its cars quicker.

Q. I was just wondering what the injury to the miners [fol. 932] would be. It seems to me the mines on the Virginian Railway would have to have miners; if they mined 2,000,000 tons extra I should think that would make more work, instead of less work.

A. There would be more work on the Virginian Railway, but we are not assuming that the Commission is going to say a percentage of car supply will be taken away from the Chesapeake & Ohio and leave us with less than one day's supply, or a day and a quarter's supply when the condition is not going to be improved in the western market.

Any additional cars coming from the Virginian Railway is merely going to aggravate the situation on the Chesapeake & Ohio that much more, and you will reduce, by increasing the congestion (mark what I say)—the congestion is on the Chesapeake & Ohio when there is a demand for the coal during the shortage periods. If you are going to increase that congestion on the Chesapeake & Ohio, then you are decreasing the working time of the miner, and even though all the mines on the Virginian Railway would be filled up, still it would not take sufficient men away from

the New River District that there would not be a hardship in the New River District.

Q. Do you agree with the preceding witness that further development on the Chesapeake & Ohio would be quite injurious to the industry.

A. To the extent of the present facilities, yes, sir. But, [fol. 933] if there is further development on the Chesapeake & Ohio I am quite sure the President and Board of Directors of the Chesapeake & Ohio will be quite ready and willing to increase their facilities westbound, but you could hardly expect them to spend millions of dollars increasing their facilities westbound to provide for coal originating on other railroads and retarding their own development.

Q. You appreciate that they would get as their division out of the rate a fair compensation for the service?

A. No, sir. The division in the through rate is not fair compensation, because they will have one rate from the New River District and another rate from the Kanawha District, and I assume the least they would take would be the Kanawha District rate; as a through rate proposition, somebody would have to suffer in the question of divisions, and generally the originating railroad, particularly if they perform anything of a haul at all, does not suffer. There are exceptions to that, of course. But you would have to figure on a reasonable return to the Virginian Railway, and no matter if you only gave the Virginian Railway a 60-cent division, it would reduce the revenue of the Chesapeake & Ohio by that amount, and prevent them from shipping coal off their own railroad where they would get the higher rate.

Q. As representing the shippers, what would be your position if your district were now developing and there [fol. 934] were some important markets in the north to which you did not have rates, we will say Detroit or Chicago, and some other fields, such as Pennsylvania had rates and you were applying for rates to those consuming markets. Would you consider it a sufficient answer if the road said to you that if they gave you the rates they would have to be a division of the rate instead of all the rate going to one carrier, for instance if the Pennsylvania fields supplied those towns instead of the New River District?

A. Just let me get you there. Do you mean if the New River District had no rates to Detroit, and we wanted rates into that territory in connection with another line——

Q. (Interposing.) I take it some of your mines are now shipping to Chicago and Detroit, are they not?

A. Yes, sir.

Q. Suppose you are sufficiently new so you did not yet have rates to Chicago and Detroit. Would you think it was a sufficient answer to your request for such rates if the carrier said that putting in rates from the New River District to Chicago would call for a division between two or three carriers instead of all of the rates going to one?

A. The question of divisions does not enter into a rate at all.

Q. I understood you to bring it in in connection with the——

A. (Interposing.) I merely mentioned that, your Honor, [fol. 935] for the simple reason that I referred to it as a Chesapeake & Ohio revenue proposition, and not as a shipper's proposition because the shipper is not interested at all in the divisions paid carriers on a through route.

By Mr. Yarborough:

Q. You made the statement that approximately 3,000 Virginian Railway cars would be off the Virginian Railway cars would be off the Virginian Railway lines in this movement west.

A. Yes, sir.

Q. Naturally, if through routes and joint rates were established through Deepwater and during periods of car shortage, would it not become incumbent upon the Chesapeake & Ohio Railway to equalize with the Virginian Railway through Deepwater?

A. They might equalize through Deepwater.

Q. They would equalize the cars through various terminals?

A. They would equalize the cars through various terminals, not necessarily Deepwater in particular.

Q. Pemberton and Deepwater; anyway, there would be an equalization of equipment?

A. Yes, sir.

Q. With the Virginian Railway equipment off the Chesapeake & Ohio line, wouldn't they naturally have to deliver

the Chesapeake & Ohio cars and foreign cars to equalize with the Virginian Railway?

A. Absolutely.

[fol. 936] Q. Wouldn't that be detrimental to the mines served directly by the Chesapeake & Ohio?

A. Most assuredly, to the extent of the movement west-bound.

I might add further that if for any reason the car supply on the Virginian Railway was 80% and at the same time the car supply on the Chesapeake & Ohio was but 60%, the deliveries by reason of the heavier loading of the 80% road would be greater than the deliveries to the mines in the New River District.

Q. In other words, the car supply on the Virginian Railway would not be taken into consideration by the Virginian Railway when it was less than 100%, as to the equalization between the Chesapeake & Ohio and the Virginian Railway?

A. No effort is made to equalize percentages of car supplies as between Railroads, no, sir.

By Mr. Scott:

Q. I take it from your statement in the early part of your testimony that your membership comprises both local and joint operations on the Chesapeake & Ohio?

A. You are correct.

Q. How many of your members are what are known in that district as joint operators?

Mr. Bell: Mines or companies?

Mr. Scott: Mines.

The Witness: I could not tell you that without referring to the record.

[fol. 937] By Mr. Scott:

Q. Could you furnish that in a reasonable time after the hearing, and also give us their allotment?

A. Yes, it is possible to give that. That can be taken from the Chesapeake & Ohio bulletin.

Q. You will agree to do that within a reasonable time?

A. Yes, sir, I can do that.

Mr. Bell: Just the number of mines local and number of joint mines?

Mr. Scott: And the car rating, yes.

Mr. Bell: The aggregate car rating.

Mr. Scott: I assume Mr. Higgins' Association takes in most of the mines in the district.

Mr. Bell: Yes.

By Mr. Scott:

Q. Mr. Higgins, you made some mention of an embargo on the Chesapeake & Ohio. Were you referring to the general embargo over the whole line?

A. There was a general embargo in effect for a week over the whole line due to congestion.

Q. Prior to that time do you recall there was an embargo placed against the new River District alone?

A. Yes, sir.

Q. Is it not a fact that your Association protested very strenuously against that embargo and to a large extent through its efforts the embargo was lifted?

A. It is quite natural that we should.

[fol. 938] Q. Why did you protest against that westbound embargo?

A. Because 30% of our normal tonnage moves westbound.

Q. How were your eastern and western markets at that time as to prices?

—, —, —.

By Mr. Bell:

Q. Do you have anything to do with prices?

A. Nothing whatever. I am in the traffic department.

By Mr. Scott:

Q. You do not know, then, whether or not there was a desire upon the part of your operators at that time to get into the western market because of a better price prevailing?

A. I cannot testify as to that.

Q. Do you happen to know what the present car supply on the Virginian Railway is?

A. It approximates about a day and a half to two days. I only know from the mines which I am directly connected with, who are members of the Association. But, I am reliable informed that that is the average.

Q. Those are local Virginian Railway mines that you are speaking of?

A. The average is one and one-half days to two days.

Q. That is practically the same as the figure you gave for the Chesapeake & Ohio?

A. Yes, sir.

Mr. Scott: That is all.

Mr. Bell: That is all.

(Witness excused.)

[fol. 939] L. R. TAYLOR was called as a witness on behalf of the intervener and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Avis:

Q. What is your name and address?

A. L. R. Taylor, Princeton, W. Va.

Q. What is your business?

A. Engineer, now engaged in coal operating.

Q. What is the name of your company?

A. The Micajah-Pocahontas Coal Company.

Q. That is one of the 39 companies named in the petition of the MacAlpin Coal Company and the Slab Fork Coal Company and others?

A. Yes.

Q. What is your connection with that company?

A. President.

Q. About how much money has that company invested in its plant?

A. About \$250,000.

Q. It operates on the line of the Virginian Railway?

A. Yes, sir.

Q. It has service with no other railroad except the Virginian Railway?

A. The Virginian Railway, only.

Q. What is your car allotment?

[fol. 940] A. October, 7½ cars; November, 6½ cars.

Q. The total car allotment prior to November 11 was 1,612 cars, was it not, in that field?

A. Yes, sir.

Q. Mr. Taylor, how long have you been engaged in operating coal mines?

A. I have been with the Micajah-Pocahontas Coal Company about 15 months. And I had a year's experience in 1918 with the general superintendence of seven or eight mines.

Q. On what railroad?

A. The Virginian Railway and the Norfolk & Western.

Q. Will you state the grounds of your objection that you have to the establishment of through routes and joint rates in this proceeding?

A. It is on account of the diminished car service that will result, for the reasons that I have written down here.

Q. You have reduced those to writing?

A. Yes, sir.

Q. Will you please read them into the record?

A. Yes, sir.

The Virginian Railway has 3,350 hopper bottom coal cars and 3,950 gondola cars, making a total of 7,200 small cars suitable for inland business. Frequently in the past there have not been enough hoppers to take care of the southeastern business with promptness for the reason that it has not been practicable to confine these cars to inland business. [fol. 941] With the western rate in effect it will continue to be impossible to keep the hopper and gondola cars out of the tidewater trade. Approximately one-half of the small cars will be used in the tidewater trade, leaving only about 3,600 for the inland business in the southeastern and western territories.

It has been estimated by a preceding witness that 3,900 cars will be required to handle the western business. The result of the western rate will be the gradual absorption of the small cars for that business and a destruction of a large part, if not all, of the southeastern business.

The western rate will inevitably require a larger number of cars suitable for inland business or result in a diminished supply of equipment for such business. It took the Virginian Railway Company eleven years to accumulate its present equipment of small coal cars and in the past two years no equipment has been added except that which is confined to tidewater business only. It is reasonable to

expect that a like period of time will be required to make up the deficiency which would be caused by the cars moving west and to take care of the normal increase in business. The Virginian Railway is the most efficient coal carrying road in the world. This is partly true because the grades were laid for the most economical handling of long trains, at the time no thought being given to a western movement, [fol. 942] it being the intention from the time construction began to haul the coal east.

Another reason for the efficiency of the road is that it is equipped with the most powerful steam locomotives and the strongest and best coal carrying cars that money can buy. To change the direction of the movement and to introduce inferior equipment on to the road would gradually reduce the efficiency of the operation and retard the movement of freight.

The superior coal cars owned by the Virginian make them very desirable equipment for any coal carrying road to have on its line, and at times when coal cars are in demand it is almost impossible to get them returned to the home road. Judging from past experience if these cars once got into the Ohio, Indiana and Illinois coal fields the return of them to the Virginian would be delayed by every possible method at the command of the operating forces of those roads, and it would take more than the orders by the Interstate Commerce Commission or anyone else to have them returned promptly.

Through rates from Virginian mines to the west would undoubtedly intensify and exaggerate the exceedingly uneconomical and discriminatory condition that now exists in the Virginian-Chesapeake & Ohio coal fields. There is a great waste in the use of labor, locomotives and cars carried on daily by the present system of cross-hauling and to increase that, as a western rate would undoubtedly do, could not but work a hardship and loss on the consumers of coal, as well as the producers.

If these cross hauls were eliminated both the Virginian and Chesapeake & Ohio would be able to do a larger business with its present equipment and the coal companies would be able to produce coal at a reduced cost. A full car supply on the Virginian would result in a reduction of not less than \$1.00 per ton in the cost of producing coal at

the local mines, while the curtailment of the car supply must necessarily result in an increased cost.

Q. Increased cost to the producer necessarily means an increased cost to the consumer, does it not?

A. It should do it.

Q. You spoke of cars going into Ohio, Indiana and Illinois fields. Did you mean the Ohio, Indiana and Illinois coal fields?

A. Yes, I meant they would be used by roads serving those fields for handling coal and other purposes.

Mr. Avis: Cross-examine.

Cross-examination.

By Mr. Scott:

Q. What did you say your connection was with the Micajah-Pocahontas Coal Company?

A. President.

Q. What was your business before taking up coal mining? [fol. 944] A. Engineer, and I have been with the Virginian Railway on construction and as division superintendent of that division for about 18 years, less one year that I was with the coal companies.

Q. As I understand it, your experience in the coal business has been some 15 months?

A. Fifteen months with this coal company, and a year with other coal companies.

Q. Who sells the coal for the Micajah-Pocahontas Coal Company?

A. William C. Atwater & Company.

Q. I take it, then, you have not personally had any experience in connection with the selling end?

A. No, sir.

Mr. Scott: That is all.

By Mr. Bell:

Q. Was it your observation during your connection with the Virginian Railway that some of these western coal cars came on the Virginian Railway at certain times?

A. Very few of them. There were some that came on from the Seaboard Air Line.

Q. What was the general shape of those cars? Were they as heavy and as strong a type as those now used by the Virginian Railway?

A. They were not.

[fol. 945] Q. Suppose this new through route with joint rates is opened up and some of those weaker cars come on the Virginian Railway, cars for coal loading, what would be the effect of mixing such cars with the heavier cars of the Virginian Railway, so far as train movement is concerned?

A. It would result in delay and wrecks, and equipment being tied up.

Q. Would you have trouble with trains breaking in two, on account of the lighter couplings, etc.?

A. We would have that trouble of trains breaking in two, and cars being mashed up with these big engines that the Virginian Railway has.

Q. In other words, the motive power and the cars of the Virginian Railway are of a very much heavier type than those used by the western roads?

A. Generally so.

Mr. Bell: That is all.

By Mr. Knight:

Q. Mr. Taylor, I wish you would give us some detail of your connection with the Virginian Railway, particularly in the location and construction, when you went with the road, your successive positions and occupations.

A. I first made a secret reconnoissance for the eastern portion of the road, picking out a line from about Roanoke, and a line of the Southern Railway was my territory to any coal port between New York and Savannah.

[fol. 946] Q. When was that?

A. 1903. I first made a report of the port, and then made the reconnoissance for the line.

Then I was in charge of the field work on surveys from Princeton east, generally, and the non construction——

Q. (Interposing.) With what title?

A. During part of the time division engineer, and part of the time principal assistant to the chief engineer, and then I was superintendent of construction, and then division superintendent.

Q. As superintendent of construction what were your duties?

A. Looking after the work done by the company forces; that was generally track-laying and getting material to the bridges for bridge-building. That was only a short period.

Q. That was completing the railroad after the grade was done?

A. Yes, sir.

Q. How much territory did you cover, then?

A. Well, I had from about the Seaboard Air Line, that is, mile post—103 miles from Norfolk to Princeton, W. Va.—340 miles from Norfolk.

Q. When did you become division superintendent?

A. April, 1909.

Q. You were division superintendent from that time on until fifteen months ago, except for one year that you were [fol. 947] general superintendent of a group of coal companies you mentioned?

A. That is correct.

Q. Is it within your knowledge that the Virginian Railway was planned and constructed to handle a large tonnage of coal eastbound?

A. Yes, sir.

Q. Do you know what the ruling grade was determined?

A. The ruling grade, with the exception of that over the Alleghany Mountains was .2 of 1%.

Q. What is the grade over the Alleghany Mountains?

A. Six-tenths of 1%.

Q. Compensated?

A. Compensated; they are both compensated.

Q. I do not suppose you can give the figures, but can you state whether a good many millions of additional money was spent to adhere to that ruling grade?

A. Undoubtedly, but no estimate was ever made. The ruling grade was adopted from a reconnaissance I made to Mr. Page.

Q. He was then chief engineer of the road?

A. He was then chief engineer of the road. He was practically the head down in this part of the country.

Q. Is it within your knowledge that the motive power and the car equipment of the Virginian Railway have been sim-

[fol. 948] ilarly intended for handling a large tonnage of coal to the east?

A. Yes.

By Examiner Hunter:

Q. Did I understand you to say the cost of producing coal will be reduced if you have a full car supply?

A. Yes, sir, compared to the car supply that we have now.

Q. How much was that reduction a ton?

A. Not less than \$1.00, and maybe more, at my particular mines, and I think it would hold true at the other mines.

Q. A dollar a ton?

A. Yes, sir.

Q. There has been testimony here that at times recently coal has sold for as low as \$1.20.

A. Not very recently, I do not think. I hope not.

Q. I mean to say within the last year and a half.

A. It did sell for \$1.20 less than a year ago, but conditions have changed very materially since then. There has been an increase in wages, alone, of over 50%.

Q. In the last year and a half?

A. Within the last four or five months—in August.

Q. Is that an increase over what it was a year and a half ago?

A. Just immediately previous to that time.

Q. Yes, but there has been a reduction from the higher scale.

A. There had been a reduction from the 1920 scale, I believe it is called, and that had gradually gone down in our part of the country. It was not a uniform price. The price paid was not uniform. Then they went back to the 1920 scale, some places the first of August, and some the 15th of August, and some on the 15th of September.

By Mr. Bell:

Q. You pay the union basis, although your mine is non-union?

A. We pay more than the union.

By Examiner Hunter:

Q. I think one of the exhibits shows for some three months a price of \$1.75 last spring.

Mr. Bell: Save \$1.95 at Chicago.

Examiner Hunter: That is at Chicago.

Mr. Scott: At the same time it was \$1.20 east.

Examiner Hunter: Then it was not a year and a half ago; just last spring.

Mr. Scott: That is right.

By Examiner Hunter:

Q. I was thinking if you take whatever cost existed at Chicago and take a dollar off of it, it looks like a pretty heavy cut to be accomplished by a change in the car supply.

A. When you run a day and a half or two days a week it don't take very much increased tonnage to materially affect your cost. Your overhead, and your depreciation, and all of that are going on all the time.

Q. You take the price of \$1.20, I take it at that time the [fol. 950] cost was not any more than \$1.20, probably considerably less. If you take a dollar off of that you get your cost below 20 cents.

A. I do not know. I was not really on an operating basis at that time. It cost a good deal more than \$1.20. We never sold coal below \$1.30 at the mines, but it was at a loss. The only reason we operated was because we wanted to develop the mines.

By Mr. Bell:

Q. Sometimes it is necessary to sell coal at a loss in order to hold your men?

A. I know of neighboring mines that were operating at a loss at that time just to keep their organization together, and sometimes they lose more in shutting down than they do to operate at a slight loss.

By Examiner Hunter:

Q. You feel that estimate of \$1.00 reduction is correct, do you?

A. My particular mine, it is.

Examiner Hunter: Are there any further questions?

By Mr. Scott:

Q. Might it not be possible to sell it at \$1.20 in the east and break even on the western market if the mine had a western

outlet? Might not that explain the sale below cost in the east?

A. Oh, I do not know. We didn't have any western outlet, and a great deal of the coal in my neighborhood would not go into the western market, anyway. It is soft, friable [fol. 951] coal.

Q. You could not ship into the western market, anyhow, with your coal?

A. Not very much.

Q. So you would not be interested in the western market?

A. If it did not interfere with the car service I would like to have it.

Mr. Scott: That is all.

Direct examination.

By Mr. Avis:

Q. What you have said about your coal being soft, friable coal is generally true of the smokeless coal on the Virginian Railway?

A. Yes, except certain seams that are harder. The Pocahontas No. 3 that I am working in is softer than the Beckley or the Sewell seam.

Q. Your overhead expenses go on whether you are mining coal or not?

A. Yes.

Q. And that is one of the reasons you sometimes sell coal below cost?

A. Yes.

Q. It is to keep your organization together, as you say?

A. Yes, sir.

Mr. Avis: That is all.

(Witness excused.)

[fol. 952] Mr. Avis: I will call Mr. Scholz.

CARL SCHOLZ was called as a witness on behalf of the intervener and having been first duly sworn, testified as follows:

Direct examination.

By Mr. Avis:

Q. Your name is Carl Scholz?

A. Yes, sir, Charleston, W. Va.

Q. What is your business at this particular time?

A. General Manager of the Raleigh Wyoming Coal Company.

Q. Will you please state all of your connection with the coal mining industry, and since when it dates?

A. I have been connected with the coal mining industry since 1891; as mining engineer and assistant superintendent at Powellton, W. Va., until 1895; as coal operator in the Kelley's Creek, W. Va. district until 1901; as manager of the mining and fuel departments for the Rock Island lines, operating mines in Oklahoma, Indiana, Illinois, Iowa, and looking after the fuel requirements of the entire system until 1917; as consulting engineer for the C. B. & Q., looking after its mining development for three years, and as general manager of the Raleigh Wyoming Coal Company, since 1920.

Q. Are you connected with the American Mining Congress?

A. I am its Director now. I was its President for three [fol. 953] years, from 1914 to 1917.

Q. Are you connected with any other societies composed of members of your profession?

A. I am a member of the American Institute of Mining Engineers, a national organization of mining engineers. I am a registered professional engineer of West Virginia, and of the American Society of Professional Engineers.

Q. Have you given much time and thought to the consideration of the matters relating to the coal business?

A. I have devoted my entire business life to the study of mining coal, particularly the phases of production and transportation.

Q. Your company, the Raleigh Wyoming Coal Company, is one of the petitioners named in the petition of the Mac-Alpin Coal Company and the Slab Fork Coal Company for leave to intervene in this proceeding?

A. It is.

Q. I wish you would state the grounds of objection of your company and yourself to the establishment of through routes and joint rates as prayed for in the complaint.

A. I have prepared a statement which I will read.

I appear before this hearing to protest against the establishment of westbound through rates from the Virginian over the C. & O. Railroad both as a producer on the C. & O. as well as that of a producer on the Virginian.

[fol. 954] The objections from the standpoint of a shipper on the C. & O. are based upon the experiences during the last two and one-half years, during which time we have suffered from a shortage of cars or inability of the C. & O. to handle our coal to destination, except during the time of strikes or when very dull business prevails. The development of our C. & O. mine has been greatly retarded and we have expended large sums of money to develop a mine and bring into a new field men to whom we have not been able to furnish sufficient employment by reason of the serious car shortage which has prevailed in that field during the time when coal was greatly in demand.

Since the first of August our car supply has been growing steadily worse and there has been very serious delay in the transportation of our coal from the mines to destination, which has been Cincinnati and Indianapolis.

Since my first knowledge of the C. & O. Railroad the development of new mines has been very considerable. A number of branches have been built up the various valleys as coal along the main line has become exhausted and a great variety of coals is being produced including smokeless for domestic use, by product, coke, producer and steam coals. In addition to the tidewater markets and the eastern inland territory a considerable market has been developed for both smokeless and high volatile coals in the west [fol. 955] practically through the erection of by-product plants in the Chicago and Indiana Harbor belt. The C. & O. has also developed an outlet to the Lakes through its acquisition of the Hocking Valley Railroad, but its Chicago

line does not reach very many industries and the major portion of its westbound coal is hauled by lines who have mines of their own and have direct connection between the mines and the markets. I have reference to the Pennsylvania, Baltimore and Ohio, New York Central, Illinois Central, C. & E. I., C. B. & Q., C. & A. and the C. M. & St. P. Practically all of these lines have mines within a shorter distance of Chicago and adjacent markets into which they haul coal in competition with the coal moving from the C. & O. Railroad.

The major part of the production of the C. & O. coal goes into the western markets and as is reasonable to assume, the other lines handling C. & O. coal frequently divert equipment on their lines from other railroads to their nearby mines, a situation which is of distinct detriment to the C. & O. Railroad and shippers located on this line.

The westbound business is of distinct detriment to such mines as have a large tidewater business because tidewater cars are kept in control of the C. & O. and are returned much more promptly to the mines for second loading than can be the cars which in the course of business must be put on other rails.

[fol. 956] From close observation it is generally accepted that a C. & O. car destined to the western markets requires on an average of 40 days before it is returned to the mines for a second loading, whereas cars in the tidewater trade are returned in approximately ten days unless delayed by shortage of vessels or market conditions.

The inability to reach directly an extensive market operates to the disadvantage of the C. & O. and whether this is due to the absence of sufficient facilities or the disability or unwillingness of its connections is immaterial in this issue, but it affects the shippers on the C. & O. in a very detrimental manner.

Q. You are referring to your company on the Chesapeake & Ohio?

A. I am referring to my company on the Chesapeake & Ohio, yes, sir.

This condition is indicated by embargoes which frequently are placed on business westbound until the terminals and yards are cleared to permit operation.

It is stated by C. & O. officials that the limit which the C. & O. can handle westbound is about 1,700 cars per day

and about 800 cars eastbound. Whenever, through any cause whatsoever, congestion occurs the system becomes paralyzed and can only be relieved by embargoes until the obstructions are removed.

[fol. 957] In the transportation of freight the number of cars and locomotives available do not necessarily solve the transportation problem. There must be sufficient facilities such as sidings, classification yards, and connections ready to receive loads as offered and return empties as quickly as they can be had in order to maintain perfect operating conditions and there is a certain economic limit under which a railroad can be operated. It is well known that some lines have suffered from having too many cars on its rails and traffic has become congested by lack of track facilities for expeditious and prompt handling.

The C. & O., as a railroad following a relatively narrow valley, has many obstacles to meet by providing yards and passing track on many of its branches even on the main line. Notwithstanding the fact that the C. & O. has some 31,700 cars, including foreign equipment, now on its lines, its mines during the last month have been operating less than one and a half days per week. Our company only had four days' loading between October 23rd and November 11th. In addition to this such coal as we had loaded has been on an average of 17 days in moving from mines to Cincinnati. It must be obvious that any further tonnage put on C. & O. rails by its connection will serve to further congest the line, and if it were true that the C. & O. could be required to turn over to the Virginian an empty for every load received, even though the plaintiff in the [fol. 958] case alleges a maximum of 86 cars per day would be handled to the westbound markets, at the present rate of returning the cars on the C. & O. of 40 days, it will take 3,440 cars from the C. & O. Railroad service to be placed in the Virginian service.

As a shipper, therefore, on the C. & O. we desire to protest most strenuously against the introduction of coal from foreign lines, though we recognize the desire and interest of every shipper on the C. & O. to expand its own business to the fullest possible extent, giving the C. & O. full rate on all coal which it originates.

Considerable stress has been laid by the plaintiff on the benefits which will accrue to the public by bringing more coal into a competitive market, but it must be obvious that an introduction of 86 cars per day in a market having some 20,000 cars per day that this very insignificant tonnage will have little, if any effect whatever, in the price to the public.

Q. As I understand you, your development on the Virginian Railway is not yet completed?

A. It is not.

Q. About how many acres of land have you on the Virginian Railway?

A. 9,000 acres.

[fol. 959] Q. What is your investment at this time, or what will it represent at the time you are prepared to produce coal?

A. Two and one-half million dollars.

Q. What will be your daily output?

A. The mine is built for a production of from 5,00 to 6,000 tons per day.

Q. When do you expect to start producing coal from that mine?

A. In the early part of 1923.

Q. The first part of your statement with respect to the Chesapeake & Ohio, as I understand it, referred to the mine owned by your company on the Chesapeake & Ohio Railway where you only had a day and a half supply a week?

A. It does.

Q. And the part of your statement that you now expect to read has reference more particularly to your mines that you are now opening on the Virginian Railway?

A. It does.

Q. You only have single service on your mines?

A. Virginian Railway service, exclusively.

Q. Did you investigate that condition before putting your mines there?

A. I did.

Q. With the knowledge that the Virginian Railway is practically a one-way railroad in so far as coal traffic was [fol. 960] concerned, you placed your operation there, did you?

A. Yes, sir.

Q. Spent two and one-half million dollars?

A. Yes.

Q. Would you have done that if you had thought the joint through rates would be established to the west?

A. I would have advised against it.

Q. You speak not only from the standpoint of a mining engineer, and a practical man, but from the standpoint of a railroad engineer?

A. I was not employed in the capacity of a railroad engineer.

Q. I mean, consulting engineer for a railroad.

A. I was employed as a coal man only, but I would have advised against the development of a mine in territory which I felt would not be adequately supplied with equipment.

Q. You may proceed with your statement.

A. We furthermore wish to enter a protest as a shipper on the Virginian. Our company, after due investigation has expended a very large amount of money in the development of a mine requiring a very deep shaft from which it expects to mine a very substantial tonnage. Like most shaft mines this mine will be very long-lived having some 9,000 acres of coal tributary thereto. The plant, therefore, [fol. 961] is built in a most substantial manner, of brick, steel and cement, and to date involves an expenditure of over two and one-half million dollars.

This mine was developed to serve the eastern market exclusively, and the major portion will be shipped from Sewalls Point. The coal is substantially that produced in the New River and Winding Gulf fields. Our company will strenuously oppose any efforts on the part of the Virginian Railway to ship its coal westward over the C. & O., realizing that this service will soon deplete its car supply, and constant operation of a shaft mine is much more important than the operation of drift mines on account of the constant expense of pumping and ventilating which is a large item of expense in shaft mines and generally of little importance in drift mines.

Even to the casual observer it is evident that the Virginian Railway was built primarily to handle coal east-bound. Its grades are arranged for handling of loads east-bound with steeper grades for the return of the empties.

If westbound coal traffic were put on this system it would undoubtedly greatly retard the movement of coal eastbound.

The movement of cars to tidewater on the Virginian and return of empties occupies from eight to sixteen days and cars in this service can make from 20 to 30 trips per annum as against 10 trips in westbound trade, therefore, the car-[fol. 962] rying capacity of one car on the Virginian is equivalent to that of four cars in westbound trade. The track between Page and Deepwater is not adapted for the handling of heavy coal traffic and even the light passenger or local trains have to proceed very cautiously over these six miles of track on account of the very heavy curves due to the winding and narrow valley of Loup Creek, so named on account of its meandering course.

With fifteen years' business experience in Chicago and a very close and intimate acquaintance both as a buyer and miner in the Chicago market I am convinced that the spasmodic market conditions, where higher prices are temporarily obtained in the western market would many times be lost by a reduction in the working time which greatly increases the coal production cost, which eventually must be borne by the public.

The desire to keep cars close to the producing road has long been generally recognized by carriers and practices have been instituted to encourage miners to find a market as near home as possible, believing that such a policy is of mutual interest to the carrier, the producer and the consumer, and on this ground we base our most serious objection to the diversion of Virginian equipment to the west and the introduction of foreign coals to the C. & O. on account of the interest we have in mines on that line.

[fol. 963] Q. About how many men will your operations on the Virginian Railway give employment to when you start your mine shipping coal?

A. When we start?

Q. Yes.

A. We have now on the pay-roll 250 men engaged in construction, which will be turned over to the operating department.

Q. Where the car service is poor, as you have indicated, does your mine on the Virginian Railway have difficulty in holding your men?

A. On the Chesapeake & Ohio?

Q. On the Chesapeake & Ohio.

A. Yes. It has been quite difficult, and we have been compelled to advance some funds to our men in order to keep them in the bare necessities of life.

Q. That is true with any mine where the car service is small, isn't it?

A. Yes. Reduced car service means reduced earnings for our men, and increased cost to the producers.

Q. The Examiner suggested in one of his questions to a former witness that mine labor was fluid. Is it not a fact that the great majority of men who work in the mines have families and the majority of their labor is not fluid?

A. It is fluid only to the extent that the men have money [fol. 964] to move the household goods or desert their families.

By Examiner Hunter:

Q. You do not expect to have any difficulty in getting men to operate your mines on the Virginian Railway, do you?

A. I hope not.

Q. In other words, these miners go where the coal is to be mined?

A. They do.

Q. You have no doubt that if the output on the Virginian Railway increases 2,000,000 tons a year the miners will do that work, so they will not lose any work by it?

A. We hope to have a steady supply of cars and to furnish our men steady employment, yes.

Q. Well, but do you see how there will be any less work for the miners? That was the occasion in which this question arose with the other witness.

A. I do not quite follow your question, Mr. Examiner.

Q. Do you see how opening the Deepwater gateway would make any less work for the miners?

A. No, excepting by depleting the car supply at hand. We assume opening Deepwater or any eastern gateway which will divert coal on a line not now able to handle it will deplete our car supply, and diminish our work.

Q. You are referring there to any delay that may come about simply in the road-haul due to the congestion, say [fol. 965] at such a point at Russell.

A. I am basing that experience on the experience we have had during the last two and one-half years on the Chesapeake & Ohio; whenever there was a demand for coal we suffered from a car shortage.

By Mr. Avis:

Q. Mr. Scholz, his Honor asked you the question if you have any trouble getting men to mine your coal at your new operation. I think that was the trend of the question. That would depend entirely upon your ability to give them work, which would necessarily depend upon the car supply, wouldn't it?

A. It would.

Q. Can men live on a day and a half to two days' work a week, keeping families?

A. Not very well.

Q. Have you found it necessary to advance money to your men in order that they could get the bare necessities of life?

A. I talked to Mr. Edwight of the operators, last Saturday, and I found that our superintendent had o. k.'d the credits to our men amounting to \$3,500 since the first of September because of our inability to give the men sufficient work. I rather reproved his being so generous, and he told me he had personally investigated the case of every individual and found that they could not live on the amount of [fol. 966] earnings that these men were able to make, because I had issued very rigid orders that we should not employ anybody excepting on days when we were operating the mine.

I did not feel that it was fair to our stockholders that we should carry on any expensive development work as long as we had no more cars in sight than we were receiving in the last three months.

Q. There is no way for you to recover that money advanced to the men unless you can give them work, is there? The men are insolvent and it would be difficult to recover from them?

A. Only by giving them work.

By Examiner Hunter:

Q. At the time when there is a shortage of cars, are you producing more or less coal than you do on the average?

A. At the time there is a shortage of cars? We produce coal in proportion to the cars supplied.

Q. No. But take your business, are you doing less business during times when there is a car shortage?

A. There is usually a greater demand for coal when there is a car shortage.

Q. That is what makes the shortage, isn't it?

A. Yes.

Q. Therefore, why is it that men are out of employment during a time of car shortage? Isn't there more work then [fol. 967] than at other times?

A. I do not know that I get the hypothesis of the question. I will ask you to repeat it.

Q. I understood you to agree that during the times of car shortage that is when there are boom times for the mines, isn't it, because the thing that creates the car shortage is the heavy demand that you have for coal?

A. If that condition were true on all lines yes, but if it is not true, no. In other words, if all railroads were supplying cars in equal percentage to all the mines, then your argument would be absolutely true. What we are complaining of is that we are not receiving as many cars, as many days' work on the Chesapeake & Ohio as other lines in a similar business are receiving.

Examiner Hunter: I suppose we will all agree that a car shortage is to be avoided where it is practical to avoid it, but I was rather surprised at the coupling by you and your counsel of unemployment with a period of a heavy general car shortage.

Mr. Avis: I do not know whether your Honor is familiar with the situation. Coal is not stored. It is simply mined and thrown right into the cars. When there are no cars there can be no work. There is nothing to put the coal in.

The Witness: Mr. Examiner, if I may make a statement I think I can enlighten you on that subject.

[fol. 968] Our mines are located in the non-union territory. Prior to April 1 it was a closed shop territory. In other words, they were unionized mines. During the middle of May we commenced work on the open shop basis after having been invited to Washington by Mr. Hoover to make

every possible effort to save the country from ruin by the production of coal.

I felt that as a mine operator first and the representative of the stockholders whose money I had invested, and as a patriot, if I may put it in that sense of the word, obliged to make every conceivable effort to produce coal. In that we succeeded at a very large personal risk, because our camp was fired on and we had to seek military protection from the State of West Virginia in order to enable us to conduct our operations.

We held out extraordinary inducements to men to come into our camp, having been assured by Mr. Hoover and the Administration at Washington that every effort would be made, and in fact, a full car supply would be promised to us.

It was on the strength of those statements that we brought men into the field at a very material expense, and from the very time they arrived, our work has been diminishing and has been gradually decreasing until we are down to one day a week on account of the shortage of car supply. For the week of October 23 we had two days. The next succeeding [fol. 969] week we had one day's, and last week one day, and this week, so far, one day, with a possible second day next Saturday.

By Examiner Hunter:

Q. Is that the general situation in the coal industry, or is that something local to you?

A. It applies to practically the entire Kanawha District on the Chesapeake & Ohio.

Q. Take the coal industry throughout the eastern part of the United States, is that the situation?

A. If you will specify the territory that you wish me to cover.

Q. Take West Virginia, as a whole.

A. Some sections have been able to operate constantly because they had no union mines, such as the Winding Gulf field.

Q. I am more interested just in this question that you seem to raise of the unemployment. I have understood that you were not in a period of general mining unemployment. I am right about that, am I not? If there is unemployment at your mines, is it something that exists locally with you, or a few mines?

A. It exists with us, and all the districts, so far as car supply is concerned. We have ample business on our books which we can take care of——

By Mr. Bell (interposing):

Q. Have you men on the payroll?

[fol. 970] A. We have men on the payroll, and have contracts with our consumers. We have a contract with the Indianapolis Gas & Light Company for 500 tons of coal daily until next April, which we have not been able to supply, as a result of which they have suffered very seriously, and we have lost valuable business, and are likely to lose a valuable contract because of the unreliability of the supply. I have been so advised by Mr. Forest, the General Manager of the company, not more than two weeks ago.

Mr. Avis: I kind of get the idea that possibly you do not understand the situation, your Honor. I may be wrong in that. Your Honor understands that the coal can only be mined when there are cars into which to dump the coal. If you have no car supply it makes no difference what the amount of your orders or the number of men you may have, you cannot load into those cars, because there is no place to store coal. In no place in West Virginia do you have mines loading into anything except cars. Therefore, this period of unemployment is not local to him, but it is general throughout that territory where there is a car shortage, and that is the very point that we are making here, that we do not want anything to be done that will create a car shortage on the Virginian Railway, and we say that it will not only injure the shipper and the producer, and not only injure the consuming public, but it will injure thou- [fol. 971] sands of men engaged in that industry.

(Discussion off the record.)

Mr. Avis: That is all.

Cross-examination.

By Mr. Bell:

Q. Was there any significance in your decision to open your new mine on the Virginian Railway rather than on the Chesapeake & Ohio Railway?

A. There was no option. The territory was adjacent to the Virginian Railway and was not available to the Chesapeake & Ohio tracks.

Q. I do not think you caught the drift of my question. Did you decide to locate upon the Virginian Railway because you thought your experience on the Chesapeake & Ohio had not been very satisfactory?

A. No. The property had been acquired prior to my connection with the company, and there was no other alternative.

By Mr. Scott:

Q. Did you give the location of your Edwight mine?

A. Yes, sir.

Q. Did you give the location of that mine, the shipping station, I mean?

A. Did I give——

Q. (Interposing.) The shipping station.

A. Did I give the name of the station?

Q. Yes.

[fol. 972] A. I did.

Q. That is all right. That mine produces the high volatile coal?

A. Mid volatile or by-product coal.

Q. It is a different character and quality of coal than that produced in the New River District?

A. It is.

Q. This Raleigh-Wyoming Coal Company that you spoke of, is that the mine that is being opened up on what is known as the Glen Rogers Branch, shown on defendants' Exhibit No. 32?

A. The mine is located at Glen Rogers. The name of the branch is not known as Glen Rogers, but it is a part of the Virginian Railway.

Q. It is referred to sometimes as the Glen Rogers Branch, is it not?

A. I never heard that named used.

Q. That makes no particular difference. What is the length of that branch, do you know?

A. About 15 miles.

Q. About 15 miles?

A. Yes.

Q. What operation other than the Raleigh-Wyoming Coal Company is served by that branch?

A. There is one new mine being opened at the mouth of Milams Fork, and I have recently been told there is an-[fol. 973] other mine projected near Polks Gap.

Q. Do you know, or have you any information as to what it would cost the Virginian Railway to build that branch?

A. I have not.

By Mr. Carmalt:

Q. While you are on that subject, would you mind my having Mr. Scholz answer whether or not he knows whether the land is underlain with coal throughout the length of that branch?

A. I do not. I am not positive, but I do not think there is much coal on this side of Polks Gap. I think the only available coal is west of the tunnel. There is not much coal that is known to exist east of the tunnel, but I have not investigated that feature myself.

Q. But in the territory beyond that there is a large tonnage of coal?

A. There is a very large acreage, very valuable coal. It could be reached from this line.

Q. How far in is the tunnel?

A. Five miles.

By Mr. Scott:

Q. I understood you to state the estimated daily production would be between five and six thousand tons. Is that correct?

A. The mine is built for that capacity, yes, sir.

Q. Is it your understanding that the tonnage from the Glen Rogers mines constitutes that approximately 2,000,-[fol. 974] 000 tons of new business eastbound that has been spoken of by numerous witnesses for the defendants?

A. We hope to develop up to that tonnage in as quick a time as the market and operating conditions will make it possible.

Q. Is any officer or director of the Virginian Railway interested in the Glen Rogers mine?

A. None of the officers that I know of.

Q. Any of the directors?

A. Only by hearsay.

Q. You have no definite information?

A. I have not.

Q. One more question, Mr. Scholz.

I take it that you do not agree with the witness who testified a short time ago that he was strenuously opposed to the opening up of new mines?

Mr. Bell: Mr. Examiner, he never made any such statement in the first place.

The Witness: My statement contains an answer to that.

Mr. Scott: I understood him to say that he had been opposing it for 30 years.

Mr. Bell: He didn't say that. He said that he had been on committees to interview Chesapeake & Ohio officials for the curtailing of the mines.

Mr. Scott: For the past 30 years.

The Witness: May I answer that? I think every rail-  
[fol. 975] road has a right to expand its business to the fullest extent of its ability to properly care for it, and I think it is the right of every man to invest—to develop mines to the largest possible capacity he can. That is the law of supply and demand, and competition which has made this country what it is today. I believe in expanding a business as far as it possibly can be expanded, and I intend to fight for my stockholders to the fullest extent of my ability. That is what I am paid for.

Mr. Scott: I understood that was your position. I thoroughly agree with you.

By Mr. Knight:

Q. You referred to your early experience in West Virginia. Where was the Powellton mine where you were superintendent, or assistant superintendent?

A. At Powellton, W. Va., on a branch 5 miles from Mt. Carmel.

Q. Where is the Kelley's Creek which you mentioned, that you had been a coal operator?

A. On the branch line built from Cedar Grove, on the Kanawha & Michigan Railroad.

Q. In Kanawha County in the Kanawha District?

A. Yes.

Q. What was the significance and the nature of your connection with the Rock Island lines?

A. I came with the Rock Island in 1902 as manager of mines and mining department of the C. O. & G. Railroad, [fol. 976] operating mines in what was then Indian Territory, which later became the State of Oklahoma. Within two years my duties enlarged and embraced the entire Rock Island System, covering nine thousand miles of railroad in 18 different States.

My duties were to investigate and promote the use of coal, and to develop the coal industry and manage mines in which the company had interests, including properties in Indiana, known as the Consolidated Indiana Coal Company, and in Illinois known as the Coal Valley Mining Company. In Iowa the mines were owned and operated by the Consolidated Indiana Coal Company, and in Oklahoma the properties were known as the Rock Island Coal Mining Company.

I was president and vice president of those companies, which had an annual production of about 3,000,000 tons a year.

In addition to that I passed on the general coal policy, such as developments, installation of sidings, etc., in the general coal traffic.

I was asked to cooperate with the Coal Traffic Department in any measure which was calculated to extend our business. I cooperated with the Fuel Department, and later on became manager of the fuel requirements of the railroad. I purchased the entire requirements of the system, aggregating some 3,000,000 tons a year, involving about \$8,000,000.

Later on, coming with the Chicago, Burlington & Quincy, [fol. 977] I became general manager of the Valiar Coal Company, a mine in Franklin County, which now ranks as one of the largest in the United States. It has a production of 1,500,000 tons a year. It has been brought to that tonnage in the last few years.

Q. You refer to the output of 3,000,000 tons of the company or companies of which you were president or vice president. Was that your Oklahoma production or the entire production?

A. The entire production, covering Illinois, Indiana, Iowa and Oklahoma.

Q. During the period you were connected with the Rock Island coal business, did you have any experience in the marketing of coal?

A. I sold all of the coal produced by the company.

Q. In what market was that sold?

A. From Galveston on the south to Indianapolis on the north.

Q. Including Chicago?

A. Including Chicago and some little coal that went into Michigan, and as far west as the Missouri River.

Q. At the present time, Mr. Scholz, what is the quantity of coal per annum going into this Central Freight Association territory which the complainant in this case desires to reach?

A. About 300,000,000 tons a year.

[fol. 978] Q. In your judgment would the introduction into that territory of 1,000,000 or 2,000,000 tons of smokeless coal have any effect on competition or prices?

A. I would say not. The quantity is so infinitesimally small that it would hardly be worth considering.

Mr. Knight: That is all.

By Mr. Scott:

Q. Do you know whether any officer or director of the Virginian Railway has any financial interest in the Edwight mine with which you are connected?

A. The Raleigh-Wyoming Coal Company is one company, and the stockholders in one are the stockholders in both.

Q. You have no information, you say, except by hearsay, as to whether or not any officer—

A. (Interposing.) Yes, sir.

Q. We have had lots of hearsay in this record. Would you mind telling us what you have heard in that connection?

A. I do not quite get the question.

Q. Will you please tell us what you heard in connection with whether or not any officer or director of the Virginian Railway has a financial interest in the Raleigh-Wyoming Coal Company?

A. I said as to the officers there were none.

Q. As to the directors?

A. As to the directors, Mr. Hyams is a director in the Virginian Railway, but he is not a director in the coal [fol. 979] company.

Q. But he has a financial interest in it?

A. He has.

Q. To what extent?

A. A very large one.

Q. Is Mr. Hyams the chairman of your Board of Directors?

A. No.

Q. I mean, chairman of the Board of Directors of the Virginian Railway?

A. I do not know as to that. I never met him in that capacity. I could not say.

Q. Have you heard that he was?

A. I have not. I did not know that he was. I knew he was a director in the Virginian Railway, from the annual report.

Q. And the same interests, I understand from you, own both the Raleigh-Wyoming Coal Company on the Virginian Railway and the Edwight Coal Company on the Chesapeake & Ohio Railway?

A. They do. I might say that I have not consulted with Mr. Hyams nor have I been instructed by him or anyone else connected with the Virginian Railway to appear here, and the first information I had of this case was a telegram which I received from Mr. Wolf(?) two weeks ago last week, asking me to appear at Beckley to attend a hearing [fol. 980] that I was interested in. I did not know this case was up at all. I felt that it was very much to my interest to engage myself counsel in the case because I at once conceived the very detrimental effect this business would have, the through route, on our business, both on the Chesapeake & Ohio and the Virginian Railway, and whatever information I have produced here has been produced by my efforts, and without even instruction or even suggestion on the part of the officers or directors of the Virginian Railway, or any stockholders.

Q. You do not think Mr. Hyams will disapprove of the position that you have taken?

A. I have not asked him, and I am not in a position to say.

Mr. Scott: That is all.

By Mr. Avis:

Q. You only appear in the interest of your coal company?

A. Absolutely.

Mr. Avis: That is all.

(Witness excused.)

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JOHN LAING was called as a witness on behalf of the interveners and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Avis:

Q. What is your name and address?

[fol. 981] A. John Laing, Charleston, W. Va.

Q. What is your principal business?

A. Coal miner.

Q. Are you largely interested in operating companies and in coal selling companies?

A. Yes, sir.

Q. What are your operating companies, and where are they situated?

A. Our MacAlpin mine is located in Raleigh County, West Virginia, and is reached by the Virginian Railway and the Chesapeake & Ohio Railway.

I am also a director of the E. E. White Coal Company, in the same county, and our mines there are also reached by the Virginian Railway and the Chesapeake & Ohio. Our high volatile mines, we have three mines, located on the Cabin Creek Branch of the Chesapeake & Ohio.

Q. In the Kanawha District?

A. In the Kanawha District.

Our Macbeth mine is located on the Rum Creek Branch of the Chesapeake & Ohio Railway in Logan County.

Q. What is the name of the company operating on the Virginian Railway, your smokeless mine?

A. The MacAlpin and the E. E. White Coal Company.

Q. What are the names of your companies operating in the other section?

[fol. 982] A. The Cabin Creek Branch mine is known as the Wyatt Coal Company, and in Logan County our mine is known as the Macbeth Coal Company.

Q. What is your coal selling company?

A. The Wyatt Coal Sales Company.

Q. How many years have you been engaged in this business?

A. Producing coal?

Q. Yes.

A. I have been shipping coal since 1891. I made my investment in coal in 1890.

Q. How long have you been engaged in operating on the Chesapeake & Ohio in the Kanawha and Logan districts?

A. I think I made my first investment in Kanawha County in 1906.

Q. Are you familiar with the conditions as they exist on the Chesapeake & Ohio and the Virginian Railway with reference to the coal business?

A. I think so.

Q. Mr. Laing, do you speak here in this proceeding for the 39 coal companies named in the petition of the MacAlpin Coal Company, the Slab Fork Coal Company, and others?

A. I do.

Q. Can you give the Examiner and the Commission some idea of the total capital investment of these companies?

A. You mean including lands owned—the investment in [fol. 983] the improvements and lands owned?

Q. Yes.

A. I want to say, Mr. Examiner, that since I got any knowledge of this thing I have been very busy on other matters and I have not analyzed this matter as others have. I will have to speak in round numbers, to some extent. I would say between \$25,000,000 and \$30,000,000.

Q. About how many men are employed by these 39 companies?

A. Between eight and ten thousand, I should say.

Q. Do you know what the car rating of the 39 companies was prior to November 11?

A. 1,612 cars, I think.

Q. That was for the entire year?

A. Yes.

Q. For the 39 companies, as on that basis it was about 1,004—

A. (Interposing.) 1,006.

Q. 1,006.

A. Yes.

Q. In that 1,006 you did not include the Pemberton Coal & Coke Company?

A. No.

Q. Which would make it more. Under that car allotment it represented practically, in round numbers, 50,000 tons of coal per day production, did it not?

[fol. 984] A. Something like that.

Q. Is not that in excess of 62% of all the coal production on the Virginian Railway?

A. I didn't figure that out myself, but others figured it out and gave me those figures.

Q. In excess of 62%?

A. Yes.

Q. All of these companies are protesting against through routes and joint rates, are they not?

A. Yes, sir.

Q. As prayed for in the complaint here?

A. Yes, sir.

Q. Are any of your companies contemplating further development along the line of the Virginian Railway?

A. Our companies are not. My brother and myself are our associates.

Q. Your associates?

A. Yes, sir.

Q. What amount will that development represent when completed, in money, approximately?

A. Close to a million dollars, I imagine, with possibly an initial investment of \$500,000.

Q. With an ultimate investment of approximately \$1,000,000?

A. Or more. We are testing that property, drilling it, and prospecting it before we determine what we will do [fol. 985] with that property.

Q. Will you not be influenced in what you finally determine to do with that property by the result of this hearing? I mean by the result of this hearing as to the establishment of through routes?

A. Part of the property we have taken over now and will have to proceed with its development.

Q. Would you have done so had through routes and joint rates been established?

A. We had no knowledge when we took this property that such a thing was contemplated at all. And I have every reason to say, although not definitely, because my brother has more to do with this than myself, that the only reason we took it was because it was located on the Virginian Railway, and had it been on the Chesapeake & Ohio Railway there would have been many reasons why we should not have taken it.

With your permission, Capt. Avis, I would like to make a statement. These other gentlemen have had time to put theirs in writing.

Q. That was just the question I was going to ask you, Mr. Laing. Will you please state the grounds of your objection to the establishment of through routes and joint rates?

A. I do not know who I am undertaking to testify here for. I am here strictly from a selfish motive, absolutely. [fol. 986] I have no interest but a selfish one. This matter of through routing to the west came to me like a thunderbolt from a clear sky. It was farthest from my thoughts, when our Sales Manager one day asked me if I knew that Mr. Tams had applied for a through route west over the Chesapeake & Ohio line.

I want to say to you and all others that regardless of what I may say I have the highest admiration for Mr. Tams and his ability. We are good friends, but I have criticised him severely, personally and otherwise, and anything that I might say, understand that it is in a spirit of good friendship.

I have been operating on the Chesapeake & Ohio Railway producing coal since 1891.

I think it is only fair to the Chesapeake & Ohio Railway to say that two of the largest operations on the Chesapeake & Ohio I opened and developed, one in the Smokeless field and one in the Logan County field, against and over the

protest of the President of the Chesapeake & Ohio Railway. And the fact that they have got more coal and more freight than they can handle, in justice to them, they are not altogether to blame, because when we find a good proposition, a coal proposition that we think is superior to the average, and they refuse to give us side-tracks or take our coal, we then apply to the courts and have been able to force the [fol. 987] coal on them that they did not want.

I am speaking now of the Sun mine located in Fayette County, West Virginia, in the New River District, a smokeless mine, which at one time when I had it, was the largest producing mine on the Chesapeake & Ohio Railway in the smokeless field. The Chesapeake & Ohio took that by protest. It was compelled to give us cars.

The Main Island Creek Coal Company, in Logan County, West Virginia, I think the second largest producing coal mine on the Chesapeake & Ohio Railway, was taken by protest of the Chesapeake & Ohio Railway, and they advised us that they were not in shape to take that coal at the time we forced them to take it.

They have a large number of mines, and a very large tonnage. I want to state, in justice to the Chesapeake & Ohio officials, that they are not altogether to blame for the conditions on the Chesapeake & Ohio Railway. With my experience on the Chesapeake & Ohio Railway I might add in that connection that they have done remarkably well. I can testify to that, and have testified to it, and will do it again, and will be glad to do it, because the Chesapeake & Ohio Railway has more resources of coal and other matters at their command than any other railroad in the United States today, and the development is being forced on them against their wishes.

[fol. 988] My experience since 1891 has been this. In times of depression when you could not sell coal there were plenty of cars. In normal times, or in good times you were handicapped and you could not get cars, and you could not make the money that you wanted to make, and for that reason as soon as I got an opportunity, and I thought awfully hard before I got it, I got a property located on the Virginian Railway, for the reason that it was my understanding that they were going to develop a one-ended railroad and reach tidewater with smokeless coal, and would endeavor to fur-

nish cars to their mines and allow those mines to run regularly.

We invested, all together, I think between \$600,000 and \$700,000. I do not know what our books show today, because we depreciate it each year, but we have invested some \$600,000 or \$700,000 in our MacAlpin mine on the Winding Gulf Branch of the Virginian Railway.

There has never been a year since 1912, I think, when we began shipping coal, that we have not made money and lots of it. The Government knows that—at the MacAlpin mine.

Unfortunately for myself, some of my associates, and this is where I get square—why I am protesting against my friend Tams—we were persuaded against my wishes to go on the Coal & Coke Railroad and open up and develop a coal mine. I asked how we were going to be supplied with cars. The Coal & Coke Railroad had no cars. We were assured [fol. 989] that they prorated with the Baltimore & Ohio Railroad, and that the Baltimore & Ohio Railroad was compelled to give us the same number of cars that they gave their own mines along the main line of the Baltimore & Ohio. We opened and spent, I think, something between \$125,000, and \$160,000 on that mine. The Baltimore & Ohio mines, I do not know what they work, but they were supposed to work two or three or four days a week. We got down to two days a month. We sent to the Interstate Commerce Commission our Traffic Manager, Sales Manager, to take it up, and we were told that we were getting our percentage of cars because the Baltimore & Ohio had given to the Coal & Coke Railroad all the cars that they were entitled to. We said that we were not getting any cars. They said, "It does not make any difference. They are on the line; you are getting your percentage." We worked sometimes two days a month. We did not work at all. And, fortunately, I was able to give that mine to John Davis.

My position is this, Mr. Examiner, I do not want to repeat that experience with our MacAlpin mine, or with our E. E. White coal mine.

I want to say, in all sincerity, without fear of contradiction, that it would be an injustice to the public, an injustice to both roads, and would eliminate the incentive that we have got now to put those two roads on a parity. It would eliminate the incentive that we have got to try to make the

[fol. 990] Chesapeake & Ohio come up to the Virginian Railway and the Norfolk & Western, because that would put them on an equal basis, practically on a par. We try to do it today, and we often raise all manner of thunder when we know that we have not got good grounds to do it, and tell the Chesapeake & Ohio Railway people that they do not know anything about running a railroad, but we do it for a purpose.

If those two roads are put on a parity it will eliminate the incentive of the Chesapeake & Ohio Railway to get up on a par with the Virginian Railway, and it will be a detriment to the public and to both roads and all the shippers on this line.

If I understand you correctly—you will pardon me for talking, but I have gotten started—but you stated that you cannot see where prorating west is going to do an injustice to anybody.

Q. Establishing joint rates west?

A. Establishing joint rates west.

Mr. Examiner, if I stand here with a funnel (I am on my feet now, Mr. Tams) in my hand—I have got a vessel here and I am pouring into that funnel all the water that will go through that funnel, that will go through it now, and I have still at my command ten times more water back here than I am pouring into the funnel (and the Chesapeake & [fol. 991] Ohio has), and then I come over here. There is all the water going through that funnel that will go. Then I come back here and I pick up another bottle of water and pour it into the same funnel. There is no more water that will go through that funnel than there would by pouring out of one bottle; not a bit more. My position is simply this, that the Chesapeake & Ohio is now pouring all the cars through this channel that it can now do, and when we come back here and we begin to pour more cars and try to pour more water and try to force it, we cannot do it, and here we have got our source; we will have from this point back here on this main line from two to three or four thousand cars of coal billed west, and it cannot get through the funnel—it is blocked—if it was not for the fact that it will go to tide-water and the cars will be dumped and come back again.

I want to say to you, in all justice to the connecting lines or joint mines that we make a convenience of the Chesa-

apeake & Ohio Railway, and that is the only thing that we use it for.

When prices are higher on the Chesapeake & Ohio Railway, or in the western market than they are at tidewater we ship coal over the Chesapeake & Ohio Railway west, but we rarely ever use it for eastern or tidewater business, and only when we cannot help ourselves.

My contention is this, that by allowing a rate west over [fol. 992] the Virginian Railway, you depreciate our properties on the Virginian Railway, and you stop me from making good money, which I hope you will not do.

I do not care if you are the best railroad man in the world, you cannot analyze it and humanly analyze it and make it a prorating proposition. You will gum it up, and as I said before, you cannot force more water through that funnel than it will take, and the Chesapeake & Ohio can get ten times more coal—perhaps I should not make that so extravagant as that—I believe that is so, however—they can get ten times more coal than they can handle. What is the incentive? You are putting me back just where I was on the Coal & Coke. Human nature is human nature, and when you transfer cars from the Virginian Railway to the Chesapeake & Ohio the Chesapeake & Ohio will do just what the Baltimore & Ohio did; they will find some way to gum those cars and block us on the Virginian Railway, and they have a right to do it.

You talk about the facilities, making facilities to take the cars at Deepwater. What would be the incentive. Would it be fair or just? I will leave it to your own good judgment. I am not trying to plead this case. I am trying to plead my own case. Would it be fair or just to ask the Chesapeake & Ohio Railway to make preparations to take care of this coal at Deepwater and spend all of the money making terminals and facilities for taking care of that tonnage when they could not be assured for one day that they would continue to have that tonnage, because the K. & M.—the mines on the Kanawha & Michigan are rapidly decreasing their tonnage, and the Kanawha & Michigan, in the not very far distant future will not have much coal to handle, and my judgment is that the proper thing for the Kanawha & Michigan would be to bridge Deepwater and take the tonnage over their line, and they could take it off

the Chesapeake & Ohio, and that investment for the Chesapeake & Ohio will be null and void, and that would take money that belongs to us in developing what we put our money on the Virginian Railway for, and that was to ship coal to tidewater, and that is all that we care anything about.

The lands that my friend Avis talked about, between 4,500 and 4,600 acres. I want to say that if we take that land we are taking it in the hopes that we will never have a western outlet or any tonnage from those mines until the Virginian Railway is in a position to take care of it over its own rails to the western market because, as long as I live, and as long as you live, the Chesapeake & Ohio Railway, regardless of what facilities they may provide now, will have more tonnage at their command than they can take care of. I know something about the Chesapeake & Ohio Railway and what it needs. Ten years ago I asked them to spend \$30,000,000. They have not spent it yet. I do not [fol. 994] believe they have. They possibly have.

But I am protesting here, Mr. Examiner, because I want to protect the interests that I represent personally, and I want to keep my mines as they are now, and keep them as an investment and not as a liability.

I want to repeat that, all things considered, if this Commission decides to put in a rate west and will allow us to ship that coal west it will be an injustice to both of the roads. It will be an injustice to every shipper on the line of both roads and last, but not least, it will be an injustice to the public.

Q. You were, for years, chief mining inspector of West Virginia, were you not?

A. Yes, sir, from 1908 to 1913; I think from December, 1908, to September, 1913.

Q. How does the car supply on the Virginian Railway compare with that on the Chesapeake & Ohio?

A. It does not compare at all. There is nothing to compare.

Q. I would like for you to give the Commission some idea of what your supply is, per week, or per month, on the Chesapeake & Ohio Railway and on the Virginian Railway, generally.

A. Up to very recently we had all of the work that we cared to have on the Virginian Railway.

Q. All the cars?

[fol. 995] A. All the cars we cared to have. On the Chesapeake & Ohio we never have had, in normal times, the cars that we needed to make our operations the success that they should be.

Q. Is it not true at this time that a number of the men are leaving your employment on the Chesapeake & Ohio, especially on the Meadow Creek Branch because of your inability to give them sufficient work to earn a living?

A. I have not been in close touch with the mines in Cabin Creek. In Logan County over 3,000 men left the field in two weeks.

Q. Is there anything else you wish to say?

A. Nothing.

Mr. Avis: You may cross-examine.

Cross-examination.

By Mr. Carmalt:

Q. In your locations at MacAlpin and the E. E. White mines, did it cost you any money to get the outlet over both roads at those two plants?

A. We have tracks for each line under our tipples.

Q. Did that involve to the coal company a substantial expense?

A. I do not know just how much it cost. It cost some money, of course.

Q. Mr. White testified in the Joint Mine and Car Distribution case, as I recall it, that it cost a considerable sum [fol. 996] for the E. E. White Coal Company to lay the track. Do you know how much of that track was laid in order to secure the operations from both roads?

A. The track to the Glen White shaft is  $3\frac{1}{4}$  miles long, and the Chesapeake & Ohio Railway paid a certain percentage of it. I think they paid a third each. The Virginian Railway can tell that better than I can. We paid a third each, and I think they paid a third each for that track, and operated jointly.

By Mr. Avis:

Q. You do not remember the amount?

A. No, sir, I do not. It has been a good many years ago.

Q. It was a substantial amount. It cost you a substantial amount to get that double service?

A. It cost us money, yes, sir.

By Mr. Knight:

Q. The 4,600 acres that you spoke of that you and your brother contemplated operating if it was taken over, is on the so-called Virginia & Western Railroad, isn't it?

A. An extension up to Glen Rogers.

Q. On the same line as the Glen Rogers?

A. Yes, sir.

By Mr. Scott:

Q. Mr. Laing, I understand you speak for all these various companies, but I am a little bit confused as to just what companies you are interested in yourself, personally, in a financial way in the New River District.

[fol. 997] A. I have spoken for each one of these companies, just as they advised me to speak for them before I came. I am interested in the MacAlpin mine and the E. E. White coal mine.

Q. That is, the MacAlpin Coal Company and the E. E. White Coal Company?

A. Yes, sir.

Q. The MacAlpin Coal Company, how many mines does that company operate at the present time in the district?

A. One.

Q. That is at MacAlpin?

A. Yes, sir.

Q. That is the mine to which you referred as having the joint operation, which was established at your expense?

A. That is one of them. We have tracks there from the Chesapeake & Ohio and also tracks separately for the Virginian Railway.

Q. The mines of the E. E. White Coal Company, where are they located?

A. One is at Stotesbury and the other is at Glen White.

Q. What is the situation at Stotesbury with respect to getting tracks?

A. We have got the one track—we got connecting tracks, but we use the same chutes to load on both tracks.

Q. That is a joint operation?

A. Yes, sir, we have joint rates.

[fol. 998] Q. Where did you say the other mine was located?

A. Glen White.

Q. Glen White?

A. Yes, sir.

Q. Is that also a joint operation?

A. Yes, sir.

Q. How is the operation performed at that mine?

A. In the same way.

Q. There is a physical connection with both the Virginian Railway and the Chesapeake & Ohio?

A. We have tracks—a switching track—I do not know how many cars it holds before it reaches our own track. It is from the Piney Branch of the Chesapeake & Ohio Railroad, a distance of  $3\frac{1}{4}$  miles.

Then the Virginian Railway has a connection up the same branch, up Shockley Branch.

Q. Isn't that one of the mines that was shown as a joint operation through one of the trackage contract arrangements?

A. That is one—that is the mine.

Q. That is the mine?

A. Yes.

Q. As I understand from your testimony the three mines in which you are financially interested in the New River District have joint service?

A. Yes, sir.

[fol. 999] Mr. Scott: That is all.

(Witness excused.)

Mr. Knight: I would like to call Mr. Spangler.

D. E. SPANGLER was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Knight:

Q. Give your name, your residence and your occupation to the reporter.

A. D. E. Spangler, Roanoke, Va., General Superintendent of Transportation, Norfolk & Western Railway.

Q. How long have you been General Superintendent of Transportation of the Norfolk & Western Railway, Mr. Spangler?

A. Some years. I have been in charge of the transportation service down there as Superintendent of Transportation and General Superintendent of Transportation since 1898.

Q. You have been in charge of transportation on the Norfolk & Western Railway since 1898?

A. Yes, sir.

Q. Mr. Spangler, the Norfolk & Western Railway does a large business handling coal to the west, does it not?

A. Yes, sir.

Q. Please state briefly how that business is handled, the [fol. 1000] points to which your line runs and where you interchange with your connections and the general nature of the traffic, both as to points of origin and points of destination.

A. The western business originates in the Pocahontas, Tug River, Thacker and Kenova districts, principally. It leaves our line principally at Columbus and some of it at Cincinnati, Ohio, and reaches what may be described, I should say, as the Ohio, Indiana, Michigan, Chicago territory, and in the vicinity of Chicago, and some little coal goes as far west as Milwaukee, and out into Iowa.

Q. State what sort of coal is produced by the several fields that you have mentioned, respectively.

A. The Pocahontas and Tug River fields produce low volatile, and the Thacker and Kenova, high volatile.

Q. What are your connections at the various points mentioned?

A. Columbus, the New York Central Lines, the Big Four in particular, the Pennsylvania Line, the Baltimore & Ohio, and the Hocking Valley.

Q. At Cincinnati?

A. The Pennsylvania Lines, the Big Four there again, the Baltimore & Ohio, and another one or two smaller roads.

Q. What has been your experience with reference to the return of your cars going into the western business?

A. We recently selected cars going into the various territory [fol. 1001] tory selected them scatteringly and made up a statement showing the time off the Norfolk & Western rails, going respectively to Michigan territory, Ohio, Indiana and Chicago, Ill., and beyond territory.

The average days per car off line in the Michigan territory was 22.15 days; the Ohio-Indiana, 14.33; Chicago, Ill., and beyond territory, 36.95, in September, 1921, and corresponding figures for October, 1921, i. e., Michigan territory, 21.47; Ohio-Indiana territory, 21.02; Chicago, Ill. and beyond territory, 35.14.

The average for all three territories in September, 1921, was 23.96, and for October, 1921, it was 25.95.

Thrown together the first group for the two months was 21.81; the second, 17.56; and the third, 35.56.

All thrown together for the two months, 24.95.

We have got a foot note here that shows that included in these various groups I have given were 43 cars for points beyond Chicago, which were away from the Norfolk & Western Railway an average of 36.95 days per car. Three cars at Minneapolis, Minn., 38.33 days. Three cars for St. Louis, 42 days per car.

There is also shown on this statement for the two months, September, 1921, and October, 1921, the same time selected, the destinations at Joliet and Gary, in the Chicago District.

It shows for the two months an average of 15.50. [fol. 1002] These cars were taken from a very heavy constant tonnage going to practically one consignee, and naturally the cars can be very closely policed and kept in the service and coming back to us, and that represents the most favorable business with respect to the return of cars to the home line that the Norfolk & Western Railway has to the west.

Q. That last tonnage, Mr. Spangler, represents the coal shipped from the United States Steel Corporation's mines on your line to its furnaces at Joliet and Gary?

A. Yes.

Q. How is that handled, in your cars, or the Steel Company's cars?

A. The Norfolk & Western's. Our cars are offered to the connecting lines for the business, or rather, to participate in the coal business of the Norfolk & Western to the west.

Q. Those cars move in practically solid trains?

A. Only by reason of the volume of the business, which runs two or three hundred cars a day.

Q. They are able to run in solid trains?

A. What I had in mind in selecting that was to show the difference in the effectiveness of policing in this defined channel of a heavy movement as compared with the other coal that goes out and scatters everywhere.

Q. Were the cars that you have shown cars selected at random?

[fol. 1003] A. They are always selected at random.

Mr. Knight: I would like to offer that as an exhibit. Mr. Spangler has but two copies, but I will have copies made for distribution between now and tomorrow morning.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 48, Witness Spangler," and the same is forwarded herewith.)

By Mr. Knight:

Q. Have you made corresponding figures for any other period or periods of time?

A. Yes, I have two statements here. One is entitled "Average Time Norfolk & Western Open-Top Cars Away from Home going to Destinations in Ohio, Indiana, Illinois, Michigan and Chicago Territory Last Six Months for the Year 1920." The other statement has the same information for the first six months of 1922.

Mr. Knight: I offer these statements, respectively, as Exhibits Nos. 49 and 50, the one for the last six months of 1920 as Exhibit No. 49, and the one for the first six months of 1922 as Exhibit No. 50.

Examiner Hunter: They will be received in evidence.

(The statements referred to were received in evidence marked "Defendants' Exhibits Nos. 49 and 50, Witness Spangler," and the same are forwarded herewith.)

[fol. 1004] By Mr. Knight:

Q. Mr. Spangler, state briefly what those show.

A. Well, the average length of time for the Norfolk & Western cars off line in these services for the month of July, 1920, was 63.71 days. August, 1920, 65.82; September, 1920, 72.24; October, 1920, 51.14; November, 1920, 41.33; December, 1920, 22.05. The average time for the six months was 52.41 days. For the first six months of 1922, For Jan., 17.14 days; February, 15.05 days; March, 18.31 days; April, 15.64 days; May, 12.48 days; June, 20.29 days. For the entire six months of 1922, 16.42 days.

Q. Did these cars shown, whose movement is shown on Exhibits Nos. 49 and 50, include any of the cars involved in the Joliet-Gary movement of which you have spoken?

A. Yes, sir. I will have to qualify that. I am not certain.

Q. These cars, like the others, were selected at random? [fol. 1005] A. Yes, at the request from you that I make up a statement for these six months. Why you selected those six months I do not know.

Q. You had previously sent me, or the Virginian Railway, the statement that was first introduced as Exhibit No. 48?

A. Yes.

Q. Was Exhibit No. 48, the first one you introduced, made up for your own information, or made for the purposes of this case?

A. I presume for the purpose of this case.

Q. Made at our request?

A. Yes, sir.

Q. But you selected the months?

A. Well, I was asked to get this information for the last six months of 1920 and the first six months of 1922.

Q. I was asking you about Exhibit No. 48, the one covering the months of September and October, 1921.

A. I selected those.

Q. You selected those?

A. As being representative of the time away from home under average favorable conditions in this case.

Q. During that year?

A. During that year.

Q. Can you explain, Mr. Spangler, the reason for the differences shown on these three statements in the time off [fol. 1006] line of your cars?

A. First, the time depends upon the trade in which the cars are moving, and again, it depends upon the seasons of the year, and, again, it depends upon the volume of business as a total that is moving, and the state of business, generally, on all railroads, favorable or unfavorable, and before we get through with that I will show you why.

In September and October, 1921, we were not pushed with a heavy movement, or troubled much with delays of cars on foreign railroads. Evidently they had ample cars for their own business, and these cars during those months did not suffer the customary delay of being devoted to other services like they are in times of activity.

The distinction here, or difference is very pronounced, as between the last six months of 1920 and the first six months of 1922.

In the last six months of 1920, there was a great demand for coal and coals were going to unnatural markets. That is to say, the coal was going to the attractive market, and perhaps, as we think always happens in times of activity, our cars with our coal strayed away to more distant points than ordinarily, and that is what evidently happened in 1920. The delay was extended or augmented by there being a general activity in highway building and things of that sort that required cars and the originating line's cars were delayed.

[fol. 1007] You will note in the last month of 1920, after the coal market broke in November, 1920, simultaneously with that the highway construction and the building construction that needs coal cars ceased with the cold weather coming on, and the time dropped on the cars that went away from home in November from 41.33 days to 22.05 days in December.

And the first six months of 1922, there was a general ease of open-top service. There was no shortage of coal cars on the Norfolk & Western or on other lines in the early part of 1922, and particularly following the strike of April—the beginning of the miners' strike of April 1, other

railroads had ample cars for their own business, and were glad to send cars if we needed them, but they were particular to send our own home promptly to avoid the expense of per diem, so we even got down as low as 12.48 days in May, 1922.

Q. As I understand it, the time that you have given on each of these three exhibits is the time that the cars were absent from your own line?

A. Yes, sir.

Q. That is the time you delivered them to some connection at Columbus or Cincinnati and the time when you got them back from some connection at Columbus or Cincinnati?

A. From the date delivered to the connecting line outbound to the date received from the connecting line returning.

Q. Have you made any investigation, Mr. Spangler, to [fol. 1008] ascertain the average time that it takes you to get a car from your junction point at Columbus or Cincinnati to your mines and back again in the western business?

A. The average time is about 10 days. To be exact, the last check was 9.9 days.

By Examiner Hunter:

Q. That is from Columbus to the mine and back to Columbus?

A. Yes, sir, under ordinary favorable conditions. I got that last figure up for the month of February of this year.

By Mr. Knight:

Q. To show the full turn-around or the full time consumed in the turn-around from the mine back again to the mine for cars employed in the western business we should add to each of the figures here, 10 or 9.9 days?

A. Yes, remembering always that time in our field on our line was a movement under the most favorable circumstances.

Q. It was a movement under the most favorable circumstances?

A. Yes, sir.

Q. Then under normal conditions the 9.9 days' movement from the junction point to mine and back again to junction point on your own line might be extended?

A. Yes, it would be extended, and is today extended under conditions like those we are working under today.

Q. Have you any idea about what it is today?

A. I haven't the heart to look.

Q. A considerable portion of your tonnage is handled [fol. 1009] at Columbus over the Pennsylvania Lines, is it not?

A. The Pennsylvania and the New York Central Lines, that is, the Big Four, and some by the Baltimore & Ohio, and the Hocking Valley at times gets a substantial tonnage from our railroad.

Q. There is a close connection between your company and the Pennsylvania Line, is there not?

A. No closer than the rest.

Q. Mr. Spangler, what has been your experience in respect to contributions from foreign lines of cars for handling this western coal business?

A. There are times when the originating road gets help from the delivering road, or intermediate road, but when the stress of car scarcity comes on both lines usually the originating road has to scamper for itself.

Q. Do the contributions of your connections of cars for handling this western coal business in your experience over a term of years amount to any substantial aid?

A. I would have to say yes, at periods, but usually at periods when we were not in our direst distress.

Q. The aid given in that way is not substantial when you need it?

A. No. It is not as dependable, of course, as our own resources.

Q. Will you give us a little detail about the cars you say that you get from your connections for the Joliet and Gary [fol. 1010] business of the United States Steel Corporation?

A. We do not get any more of that than we do from any other.

Q. You do not? Generally speaking, take a time in the last six months of 1920, have you any idea substantially what the contributions of cars from foreign lines amounted to? Were they furnishing five, ten, fifteen or twenty per-

cent of the cars necessary to handle your westbound business?

A. I haven't any idea without looking it up, and that would take a tremendous amount of investigation.

Q. Could you give us an estimate?

A. Not in percentage. I cannot tell you whether we had any substantial number during any of those months offhand, but we probably did from perhaps the Big Four at times, and the Pennsylvania.

Q. You have no contract or definite understanding calling for a contribution from these other lines of cars?

A. None other than the moral obligation to help out under the car service rules, interchange rules, on general theory; one road helps another when it can, but, primarily, the originating road is held responsible.

Mr. Knight: That is all, sir.

The Witness: The originating road would stand between its shipper and what it wants to do with the car.

[fol. 1011] Cross-examination.

By Mr. Scott:

Q. As I understood your statement you do not know why you selected the particular periods you did in your Exhibits Nos. 49 and 50, except that you were requested to do so by Mr. Knight?

A. Yes, sir. I have undertaken to describe the conditions that prevailed at each of these three periods.

Q. Yes, I understand that. Is it not a fact that during the six months' period, the last six months for 1920, that there was a serious switchmen's strike in the Chicago District and other districts?

A. I do not think the last six months of 1920.

Q. During that six months' period, in some of the months?

A. Yes, there may have been some as late as July and August, possibly, of that period. That strike, if my recollection is right, started around in April, 1920.

Q. If that is the case, that there was a strike during some of the months of that six months' period, might not that not, in your judgment, have had some effect upon the delay in returning the equipment?

A. Naturally, if there was undue congestion from any cause it may have added to it.

Mr. Scott: That is one question. I might say, Mr. Examiner, that is the only question that I have of Mr. Spangler on cross examination, but if Mr. Spangler has no objection, I should like to make him my witness for three [fol. 1012] or four questions.

Examiner Hunter: Very well.

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D. E. SPANGLER testified as a witness on behalf of the complainant as follows:

Direct examination.

By Mr. Scott:

Q. I wanted to ask you if you are the same Mr. Spangler that testified in the proceeding known as Bituminous Coal Rates to the Southeast, I. C. C. Docket 6324?

A. I might be. I do not know about that case now. When was that?

Q. This was decided by the Commission December 31, 1915, and was reported in Volume 37 of the I. C. C. Reports, page 652.

I might refresh your memory, Mr. Spangler, by showing you a copy of a blueprint map which was offered in that case and ask you if you recall that blueprint as having been offered by you (handing blueprint to witness)?

A. I do not know whether it was in this case or not, but I have seen that blueprint before, and I have filed it as an exhibit.

Q. You recognize that as being a profile of the Norfolk & Western Railway from Graham to Norton, Va.?  
[fol. 1013] A. Yes, sir.

Q. I have a statement which purports to be an extract from the testimony of Mr. D. E. Spangler, General Superintendent of Transportation, Norfolk & Western Railway, in the case referred to, and it describes the transportation features on the Norfolk & Western from Norton, Va., to Lamberts Point, and also the line from Graham to Columbus. I will hand you that, Mr. Spangler, and let you

refresh your memory on that and ask you if you recall having given that testimony. (Handing papers to witness.)

I might suggest that Mr. Spangler step aside and read it over carefully, if he so desires.

A. I do not think that is necessary. I think I can read it carefully enough here.

I do not remember that case, for the moment. It has slipped my mind where I put that in, but I have used that same statement, or a similar statement.

Q. Do you adopt the statement made in that as being correct?

A. Subject to checking up the figures that are there. I have no reason to believe that it is not a transcript of what I perhaps put in some record.

Mr. Scott: We offer the blueprint referred to as Complainant's Exhibit No. 51, and the testimony in connection therewith as Complainant's Exhibit No. 52.

If your Honor please, we would like to withdraw this blueprint from the record for the purpose of having additional copies made. It is the only one we have. If that is agreeable.

(Discussion off the record.)

Mr. Carmalt: This statement of Mr. Spangler's which is offered in evidence here purports to give a description of the Norfolk & Western Railway, certain parts of its line, and perhaps in some detail. I must object to it as being immaterial to this case. I see no possible connection with it in connection with this proceeding.

Mr. Scott: If your Honor please, we have shown the adjustment of rates. We thought it might be of some interest to the Commission to know something about the transportation conditions from the various groups. There is shown very clearly from the Virginian Railway to Deepwater and from Deepwater to tidewater, and we will have the transportation conditions on the Chesapeake & Ohio clearly shown. We thought it would be of some use to know what the conditions were on the Norfolk & Western.

Mr. Carmalt: I can understand how the adjustment of rates from the Chesapeake & Ohio Railway and from the Virginian Railway may have a bearing on this case, but what has the adjustment of rates of the Norfolk & Western got to do with it?

Mr. Scott: We have an allegation that the rates from the Virginian Railway are unjust and unreasonable in violation of Section 1 of the Act, by comparison with—

Mr. Carmalt (interposing:): Rates made by the Norfolk & Western?

Mr. Scott: That is correct; yes, sir.

Mr. Carmalt: I submit, Mr. Examiner, that there is no basis of holding any question of discrimination. I assume that is eliminated in the matter.

Mr. Scott: There is no allegation of Section 3 violation in connection with the rates from the Norfolk & Western. We have not alleged those rates are unduly discriminatory.

Mr. Carmalt: This exhibit is offered merely as an indication of the measure of the rates that should be put into effect from the Virginian Railway to the west?

Mr. Scott: That exhibit makes no reference whatever to rates. It tells what the transportation conditions are, and that is the purpose of our offering the exhibit, to show what the transportation conditions are.

Mr. Carmalt: In connection with certain rates from the Norfolk & Western?

Mr. Scott: We have shown on other exhibits the rate relationship as between the various groups producing smokeless coal to western territory, if that is what you are inquiring about. I do not see the point of the objection.

Mr. Carmalt: I do not see that it has any bearing on this [fol. 1016] case.

Examiner Hunter: The objection is overruled.

(The papers referred to were received in evidence, marked "Complainant's Exhibits Nos. 51 and 52, Witness Spangler," and the same are forwarded herewith.)

Mr. Scott: We will furnish copies of this blueprint, and we have extra copies of the statement. I think counsel already have them. At least, we gave them out the other day and they were not returned.

That is all.

## Cross-examination.

By Mr. Carmalt:

Q. You do not know anything about and are not offering any testimony here with respect to the rates on the Norfolk & Western?

A. No, sir, none at all.

Q. You do not purport to be an expert on the rate situation?

A. I do not, in this case. I might study a lesson for some other case.

Mr. Carmalt: That is all.

(Witness excused.)

Examiner Hunter: We will adjourn until 9.30 a. m. tomorrow.

Thereupon, at 6.45 p. m., the hearing was adjourned until 9.30 a. m. Thursday, November 16, 1922.)

[fol. 1017] BEFORE THE INTERSTATE COMMERCE COMMISSION

Docket No. 13832

GULF COAL COMPANY

VS.

THE VIRGINIAN RAILWAY COMPANY

Washington, D. C.,

Thursday, November 16, 1922,

Room 303 Premier Apartment Building.

(The hearing was resumed, pursuant to adjournment, at 9.45 a. m. before Examiner W. B. Hunter.)

Appearances: As heretofore noted.

Proceedings

Examiner Hunter: Proceed, gentlemen.

Mr. Knight: Mr. Gore, will you take the stand?

[fol. 1018] W. A. GORE, a witness previously sworn and examined on behalf of the defendants, resumed the stand and testified further as follows:

Direct examination.

By Mr. Knight:

Q. Mr. Gore, a question was raised just before we adjourned yesterday evening with reference to Exhibit No. 49, introduced in connection with Mr. Spangler's testimony as to the time and duration of what was known as the switchmen's strike in 1920.

Please state, if you can, just when that strike began, and how long it lasted, and how you ascertained the fact.

A. My recollection was that it started in April, 1920, and was closed out in the early part of July of the same year.

Someone mentioned that to me last night, and for fear that my recollection was not exactly clear I called Mr. Doak, who is the Vice President of the Brotherhood of Railroad Trainmen's order, who resides here in Washington and he told me that it started in Chicago on April 5, and the last man that he put back to work was in Baltimore on the 9th of July, 1920.

Q. So that it started on April 6, 1920, and was entirely over by the 9th of July?

A. Yes, sir, most of the men had gone back between the 1st and the 15th of July.

[fol. 1019] Mr. Knight: That is all.

Cross-examination.

By Mr. Scott:

Q. In your judgment, Mr. Gore, in connection with the strike of a magnitude of that strike, would you say that the effects of that strike would be over when the last man went back to work?

A. That would depend upon the number of men in the various localities where the strike was made effective.

There were in some localities, if I remember right, only a few of the men that went out, and at those places I would say that the effect was not very serious as to car movement.

The heads of the organization, as a rule, were opposed to it, and in that way they had quite a few men transferred, as I understand it, from one locality that was not affected to a locality that was affected.

Q. The effects were pretty serious at the terminals, especially the larger terminals. Isn't that your recollection?

A. Yes, for a period of time; I think that it had a right serious effect in the beginning.

Q. And there was quite a congestion of traffic at the terminals?

A. Of course, personally, I do not know what that congestion amounted to, not being affected by it on the road that I was with.

Q. Isn't it your impression that the Chicago terminal was [fol. 1020] one of the terminals that was the worst affected?

A. That was where the strike first started. Just what time they got a sufficient number of men to assist in clearing up the congestion after it was concluded, I am not prepared to say.

Mr. Scott: No further questions.

Mr. Knight: That is all.

(Witness excused.)

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S. M. ADSIT, a witness previously sworn and examined on behalf of the defendants, resumed the stand and testified further as follows:

Direct examination.

By Mr. Carmalt:

Q. You have been previously sworn?

A. Yes, sir.

Q. As Traffic Manager of the Virginian Railway, is it your function to familiarize yourself with all the rate structures in contiguous territory with a view to the establishment of rates in which the Virginian Railway may profitably participate?

A. Generally speaking, it is.

Q. In the performance of that function, have you made a study of the rates on coal from the Outer Crescent to Central Freight Association territory?

[fol. 1021] A. Generally speaking, I have.

Q. Without going into details, do you subscribe to the testimony given by Mr. Williamson in this proceeding that all of those rates now in effect are made on a competitive basis?

A. Yes, sir.

Q. Do you regard those rates that are now in effect from Chesapeake & Ohio and the Norfolk & Western as reasonable rates, per se?

A. They are in my judgment lower than the Commission should prescribe as maximum rates. They are probably remunerative to the Chesapeake & Ohio and the Norfolk & Western, but they are forced to a low level to permit the coals that move on them to meet the competition of short-haul coals that they meet in that highly competitive territory.

Q. What producing areas, primarily, make the base rates that fix the measure of the rates from other fields into Central Freight Association territory?

A. Eastern Kentucky, Fairmont and the Outer Crescent coals that have been described in this case.

Q. I think your statement there is perhaps not responsive to that question as there stated, Mr. Adsit.

The coals, as I understand it, primarily that reach the Central Freight Association territory are the coals in Illinois, Indiana, Ohio, and western Pennsylvania. Is that not [fol. 1022] true?

A. I should say the nearer producing fields to the consuming territory.

Q. Those are the short-haul coals?

A. Where the rates start.

Q. And the Inner Crescent coals are more particularly in eastern Kentucky, Fairmont and the are that is, within what is shown on the exhibits here as the **Outer Crescent**. Is that not a fact?

A. I should say so.

Q. But the Outer Crescent is the farthest distant coal that ordinarily reaches the markets in Central Freight Association territory?

A. Comes in competition with all other coals.

Mr. Scott: Just a minute. You spoke of the Outer Crescent and the Inner Crescent has eastern Kentucky and Fairmont—

Mr. Carmalt: Yes. I corrected him; went back to correct him in that regard, so that the record would show Fairmont and eastern Kentucky are in the Inner Crescent.

Mr. Scott: But I understood your question just to say the Outer Crescent.

Mr. Carmalt: It did, originally and we correct it in that respect.

By Mr. Carmalt:

Q. What coals in western Pennsylvania reach Central Freight Association territory?

[fol. 1023] A. Those located in the Pittsburgh group.

Q. How are the rates on coal from Pennsylvania east of the Pittsburgh group made to reach Central Freight Association territory?

A. They are made in combination on Pittsburgh or other points from which group rates are published into Central Freight Association territory.

Q. Do you know why through rates are not published into Central Freight Association territory from the Clearfield, Westmoreland, Johnston and other groups in Pennsylvania?

A. It is the policy of the Pennsylvania Railroad, the Baltimore & Ohio, and other railroads serving those groups to so adjust their rates that the coals produced there will not move to the natural markets for those coals at the Atlantic seaboard and Eastern points.

Q. The Pennsylvania and the Baltimore & Ohio have lines serving those fields that are equipped to haul traffic both east and west, have they not?

A. Yes, sir.

Q. Do those railroads reach Central Freight Association territory over their own rails all the way from the mines?

A. They do.

Q. In the opposite direction are rates published from mines in Ohio to the east over those same roads?

A. They are not.

[fol. 1024] Q. Coming back to the Outer Crescent, both the Norfolk & Western and the Chesapeake & Ohio reach

a considerable part of Central Freight Association territory over their own rails, do they not?

A. They do.

Q. Are there any coal rates to Central Freight Association territory made by those carriers by mines located on other railroads when the originating carrier has another outlet for its coal than over the Chesapeake & Ohio and the Norfolk & Western?

A. I know of none except such as have been testified about in this case, such as the rates from Carolina, Clinchfield & Ohio mines and those rates are published by the Chesapeake & Ohio for the particular reasons prescribed by Mr. Hotchkiss yesterday.

Q. With particular reference to the rates requested in this case from the fields served by the Virginian Railway, what have you to say with respect to the wisdom from the point of view of the Virginian Railway of entering into the competitive rates into Central Freight Association territory, and say it in your own way?

A. The Virginian Railway was conceived, designed and constructed with a view to hauling coal from the field that it serves eastward to tidewater, and to points inland east.

It was constructed with a view to the economical operation of it. Up to that time, probably as a new railroad it was more substantially built than any brand new railroad with that end in view, of dealing with the coal traffic eastward. It had no line extending west from the fields. None was built.

Q. In that connection, was it considered an important part of the expensive construction of the Virginian Railway that it should be so built as to give the minimum grade for the long road movement?

A. Yes, sir. It was built through a rough country, as a low grade line, as testified here by Mr. Taylor yesterday.

Q. And the expense of handling in the coal fields and assembling the coal and preparing it for road movement is in the coal field itself, and west of Princeton, as I understand it?

A. West of Princeton, yes, sir.

Q. It is considered by you and by the management of the Virginian Railway that that is the most expensive part of its transportation, that part west of Princeton, is it not?

A. Undoubtedly. The operation within the coal field in

the mountainous district is where the service is and is where the construction of the line was most expensive.

Q. And the very expensive operation over the Clark's Gap hill which, as I understand it, has the heaviest grade [fol. 1026] on the Virginian Railway, could only be operated profitably because of the compensation of the cheap haul, long line haul east of the summit. Isn't that true?

A. Yes, sir.

Q. In this traffic moving to the west is there any such compensating long line haul for the Virginian Railway?

A. The Virginian Railway has no line extending west from the coal fields. The work of assembling this coal traffic is done in the fields at a high cost, and there would be no compensating service for that cost if the business moved west.

Q. Have you studied the figures that have been introduced in this case with a view to determining the division of a westbound rate that the Virginian Railway could operate under and make any money?

A. We have given that considerable consideration.

Q. What, in your judgment, is the lowest division—

Mr. Scott (interposing): Your Honor, I do not believe that the question of divisions is pertinent in this case, and for that reason I object to the defendants going into that question.

Mr. Carmalt: Mr. Examiner, I had not thought that anybody would raise that question. Under the Act as it now reads the carriers may bring before the Commission any question of divisions that grows out of a proceeding before [fol. 1027] the Commission or in any controversy between the carriers, but it is exceedingly pertinent in this situation beyond all the new provisions of the Transportation Act which, I think, without doubt make it pertinent to any inquiry of reasonable rates, and there seems to me to be no question but what the Commission ought to have it before it, and that it is pertinent to the consideration of the question of what is a reasonable rate when a wholly new territory is being invaded, and when it becomes important for the Commission to determine what level of rates can be made that will yield a proper return to the carriers that participate in the rate. I think it is exceedingly important that the Commission may not be misled in a situation of

this kind by the failure of the carriers to present to it the testimony upon which it may measure how, at least in a general way, the rates which it proposes to establish, if any, should be divided between the carriers in order that the Commission may avoid the possibility of prescribing a rate which would be confiscatory of the property and investment of either of them.

Examiner Hunter: How extensive did you propose to go into this?

Mr. Carmalt: Very shortly; a very few questions. If there is any extension of this proposition it will be solely brought about by Mr. Scott.

[fol. 1028] Mr. Scott: My thought is that the Commission has stated in many cases in which Mr. Carmalt has participated that the shipper is not interested in the question of the divisions between the carriers.

Mr. Carmalt: I am not introducing at this time this evidence as bearing upon the controversy that is bound to arise between the Chesapeake & Ohio and the Virginian Railway with regard to the divisions of these rates. I simply am laying before the Commission the facts which will indicate to them, at least in a rough way, what this carrier at least must have in order that its property may not be confiscated by any rates that the Commission may prescribe.

Mr. Scott: What was the purpose of your cost statement?

Mr. Carmalt: As bearing upon the same proposition.

Mr. Scott: Showing the cost to the Virginian Railway?

Mr. Carmalt: Showing the out-of pocket cost to the Virginian Railway, and based on that figure I am now getting the evidence of this witness, who is an expert in the making of rates, his views as to what revenues the Virginian Railway must receive in order that a rate prescribed may be remunerative to the Virginian Railway.

Mr. Scott: Is it your thought to present through Mr. Adsit the cost plus a fair return?

Mr. Carmalt: I had not anticipated doing that. I take it that I will be able to present that very fully in brief, Mr. [fol. 1029] Scott, upon the facts that are now in the record. I want to get Mr. Adsit's judgment as a traffic man of what he should necessarily demand as the division of the rate, and I will stop with that question.

Mr. Scott: You realize, of course, Mr. Carmalt, that divisions are made in different ways?

Mr. Carmalt: Oh, yes.

Mr. Scott: It may not necessarily be cost plus compensation.

Mr. Carmalt: I am not going to fight out that controversy at all. I am simply putting on the record what, in Mr. Adsit's judgment would be a reasonable and proper division of a rate for the Virginian Railway to receive on this traffic if it is compelled to enter into this.

Examiner Hunter: Objection overruled.

The Witness: It is my judgment that if the Virginian Railway may reasonably expect any profit for that class of traffic it could not be handled for less than \$1.00 per ton of 2,000 pounds.

By Mr. Carmalt:

Q. Will you not go on, in your own way, and give a statement of your views from a traffic standpoint of the desirability to the Virginian Railway of entering into joint rates from this New River territory to the Central Freight Association territory?

A. To me, and I feel very strongly on the matter, it seems that the question of vital importance here to this [fol. 1030] complainant as well as the railroad is the matter of car supply; regardless of what your through rates may be, if any rates are in existence which will permit the movement of coal west in any considerable volume it means draining the Virginian Railway of its cars.

Q. Before you get into that any further, Mr. Adsit, and lest I forget it, from the point of view merely of the compensation to the Virginian Railway from these rates do you regard the movement of any of the coal west as taking away from the desirable and very expensive investment the Virginian Railway has made to haul the coal east? You have testified here (I do not know that I make myself quite clear) that in your judgment to make this business pay at all to the Virginian Railway it should have a division of the rates of at least \$1.00, moving west. If this proceeding should eventuate to give these operators the New River District rates to Central Freight Association territory, and that the Virginian Railway should receive out

of the rate \$1.00 per ton, would you then consider it to be, regardless of the car supply situation, a desirable business for the Virginian Railway?

A. Absolutely not. It means the handling of the Virginian Railway coal traffic, which is the life, of course, of the Virginian Railway, in a direction that does not give it any profit, that considers the expensive construction of [fol. 1031] the Virginian Railway in its entire line, which was built with a view to handling eastbound and not west-bound tonnage.

By Examiner Hunter:

Q. You do not agree, then, with the other witness for the Virginian Railway that the 2,000,000 tons estimated to go west would be a net increase in the tonnage of the Virginian Railway?

A. I might agree to that. I do not say whether it will or not. There is going to be a growth of tonnage on the Virginian Railway, and it would seem reasonable to me that it might be additional tonnage.

Q. The reason I asked that was that the answer to the last question seemed to indicate your view that the absence of rates to the west would divert traffic which would go west under natural trade conditions, to divert it to the east. That seemed to be an opinion of yours back of the answer to the last question.

Mr. Carmalt: I am very glad that you asked that question, Mr. Examiner, and may I bring it out in this way.

By Mr. Carmalt:

Q. Has it been the policy of the Virginian Railway throughout its history to keep its railroad moving to the east in such a condition as to take care of the growth of traffic that naturally comes from the mines?

A. Yes, sir.

Q. And your budget and plans are always laid to take care of that kind of a situation?

[fol. 1032] A. Increasing business, yes, sir.

Q. Is it or is it not true that the plans of electrification and the plans of building the new coal pier at Sewall's Point are with a view to taking care of not 2,000,000 tons,

but a good many more than 2,000,000 tons that will be produced and moved to the eastern seaboard if the road is completed and is continued in that kind of operation?

A. That is the idea, yes, sir.

Q. You heard the testimony of Mr. Gore that if this movement is made to go west it will tend not only to be an expensive business in and of itself, but that very cross current of traffic will increase the cost of handling the present tonnage, and any subsequent tonnage to the east, did you not?

A. That would be my judgment.

Q. That would be your judgment of the effect of entering into this sort of an arrangement?

A. Yes, sir.

Examiner Hunter: Does that mean traffic interference?

Mr. Carmalt: Traffic interference, the slowing up of the operation.

Examiner Hunter: The point that I had in mind has not been covered yet, and that is this; the Virginian Railway is equipped to handle traffic to the east. Now, apparently [fol. 1033] from the testimony in this case, the bulk of the traffic would naturally go east. That is the traffic which the Virginian Railway is equipped to handle. The testimony here seems to be almost unanimous that if there are rates to the west, that under the industrial conditions existing a very large tonnage will go west, and one of the witnesses for the Virginian Railway stated in his judgment that would be a net increase of tonnage to the Virginian Railway. If it cannot go west, it would seem to me that one of two things would exist; either the additional tonnage on the Virginian Railway would not be developed, or it would be diverted from what would be the natural industrial channels to the west, this 2,000,000 tons, to an eastern outlet, and is it your opinion that there would be that diversion, or that the additional tonnage would not be developed on the Virginian Railway?

The Witness: Any coal going west on the Virginian Railway would be, in my judgment, diverted tonnage. There might be an increase in tonnage, but that increase would take place just the same, and move east, and regardless of the tonnage that went west (nobody can tell what they will do) it would be diverted tonnage, in my judgment.

By Mr. Carmalt:

Q. I think that I get the Examiner's thought, and I think that it ought to be very clear on this record. [fol. 1034] In your judgment, if this territory is opened up to the west, do you anticipate that there will be any larger production in the coal fields served by the Virginian Railway than if the operation is continued wholly to the east?

A. From the best of my view of the whole proposition, I do not think there will be as much produced, no.

Q. That, I think, is the point that the Examiner had in mind, and that will tend to be brought about by the dis-emanation of the car supply, and the complex operation that will serve to hamper the Virginian Railway's efforts to give its operators a full service for the movement east under the present construction and operation of the railroad?

A. Absolutely.

Mr. Carmalt: Does that clear up your proposition, Mr. Examiner?

Examiner Hunter: Yes.

By Mr. Carmalt:

Q. Will you go on with your statement?

A. As I said a moment ago, the vital thing in this proposition is cars. Without cars it does not make any difference what the rates are, there will not be any transportation. It takes transportation to market coal.

So far as I am concerned, there is no question but that the sending of cars west loaded with coal off the Virginian Railway will mean in a short space of time no cars on the Virginian Railway for coal in either direction, excepting [fol. 1035] those large cars that would not go anywhere else than to tidewater.

Q. In that connection, may I ask you what your experience leads you to believe with respect of the comparison in car service on that business as between the Virginian Railway and the Chesapeake & Ohio? The Chesapeake & Ohio has set forward here through Mr. Hotchkiss the difficulties it experiences in handling this traffic to the west. Do you anticipate that the Virginian Railway would be able

to get its cars back with the same promptitude, even, that the Chesapeake & Ohio does?

A. I am satisfied that the Virginian Railway cannot, because the Virginian Railway would not be in close contact with those lines in the west that would be holding the cars, or delaying them.

Q. In other words, the Virginian Railway would have to act through its immediate connection, the Chesapeake & Ohio, and the Chesapeake & Ohio simply adds one more carrier who needs those cars for other services?

A. That is the situation.

Q. And just presenting in that one more complication in getting the cars back than the Chesapeake & Ohio Railway itself experiences?

A. The Chesapeake & Ohio Railway, the intermediate line, is very much interested, itself, in coal cars.

[fol. 1036] Q. And needs the use of every open-top car that it can get on its line in any period of car shortage?

A. That is my observation, yes, sir.

Q. Will you state for the record what your own experiences are—you interest yourself, as I understand it, in keeping this car supply on the Virginian Railway, along with the operating officers and executives, do you not?

A. I participate in the effort to keep our cars home, and properly in the service, yes, sir.

Q. I understand that during the recent summer there has been a large movement of coal from the Virginian Railway mines to the Southeastern territory. Is that a fact?

A. Yes, sir, points on the Southern Railway and our immediate connections.

Q. Has that been larger this summer than it has been before that time?

A. I shall not say that take the season through it has been larger. A few weeks ago there was quite a spurt of coal going into the South.

Q. I notice from Mr. Gore's figures in the record that there had been an increasing number of cars off the lines of the Virginian Railway in the Southeast. Have you an explanation for that?

A. Yes, I think I have.

Q. Will you explain to the Examiner for the record the [fol. 1037] difficulties that have been experienced in that very limited field in getting the cars back?

A. The cars that have gone to the southern lines in the last six weeks, has represented a sudden movement of coal into that territory due to trade conditions, I assume, and, as I said a moment ago, take the season through, I do not suppose there would be any material increase in the tonnage.

Q. It is a growing tonnage from year to year?

A. Naturally it is a growing business; I assume the consumption there grows as it does anywhere else in the country. These cars went to the Southern Railway, for instance, and there was a call for cars on other connections of theirs, and that line carelessly or otherwise did not carry out the supposed rules governing the return of open-top equipment, and gave our cars in considerable numbers to other connections of theirs, even lines like the Carolina, Clinchfield & Ohio and the Interstate Railroad, and we found those cars were much delayed and stayed off the line on that account. We discussed that fact, and, of course, became active in the efforts to get those cars together, and they are coming together now.

Q. They are coming back now?

A. Yes, sir.

Q. You have been able to do that because they were in the neighborhood that was close to you, and you could reach [fol. 1038] the operating men who had the cars under their control?

A. We were dealing with our direct connections in that matter, yes, sir.

Q. If the line that is delaying the cars is farther distant from you and there is an intermediate carrier which needs the cars, itself, that adds one more complexity to the situation and makes it more difficult to get the cars back?

A. I regard that as a very serious handicap.

Q. Mr. Gore has testified that the open-top equipment of other lines that reach the railroad and are found beyond the line ordinarily are cars that have come there under load with various commodities. Is that a fact?

A. I think that is true without any exceptions.

Q. You never heard of an open-top car sent onto the line except that it was assigned for a definite fuel supply, to help out the car supply of the Virginian Railway?

A. Well, some years ago we were handling Seaboard fuel and they assigned cars—

Q. I say, with that single exception of railroad fuel cars you never had any cars turned over to the Virginian Railway for use by it at the mines?

A. No, sir.

Q. Will you proceed with any further statement that you desire to make in that connection—I do not know that you have made it clear, your view of the effect upon the operation [fol. 1039] for if these rates were put into effect?

A. The effect upon the operators would be very serious if we lost our cars, as they themselves can fully appreciate, and a great many of them do appreciate (have indicated that), and that is the important matter in this proceeding, it seems to me. What the rate is, so long as the rate will let them do business, would be, naturally, a matter of indifference, but, when it comes to taking the cars away, it is a matter of great importance to them, and it will ruin their business no less than that of the Virginian Railway.

Q. You spoke of the rates being of minor importance to the operator when the question of car supply rises. That is more true as the car shortage becomes the more intense, is it not?

A. Oh, yes.

Q. That is to say, the shorter the car supply, the greater the demand for coal, and the higher price it obtains when coal can be put on the market. Isn't that your observation?

A. If there is a restriction in transportation and the coal is not produced, it naturally increases the prices, I should say. It is a question of the law of supply and demand.

Q. Would you consider this situation as a very serious matter to the Virginian Railway?

A. If the thing would happen that is being prayed for in [fol. 1040] this case I would regard it as a calamity both to the operators and the Virginian Railway—the operators it serves.

Q. Have you succeeded in getting sufficient revenue for the Virginian Railway from its traffic to pay an adequate return upon the investment in that property yet?

A. I understand not.

Q. Do you think that the obstacles to that end would be enlarged if this car supply is scattered, as you, in your judgment, think it would be?

A. There would not be anything left but obstacles. The Virginian Railway, as every operator on the line of the Virginian Railway knows, was built as an eastern line to take care of the eastern tonnage, and they located and opened mines on the Virginian Railway with that knowledge and with that thought in mind—

Q. (Interposing.) By the way, in the earlier history of the railroad—I think you went there in 1907?

A. Yes, sir.

Q. Was it a part of your duty to endeavor to get the operators to locate on the line of the Virginian Railway?

A. Well, in a small way. The management was working along those lines.

Q. The management had an organization that was working along that line?

[fol. 1041] A. It was a matter being looked after; very seriously looked after, as demonstrated by the operations opened on the railroad very shortly after it was completed.

Q. Did the Virginian Railway management ever suggest to any operator who considered locating on the Virginian Railway that it expected to have an outlet into Central Freight Association territory, and a rate?

A. Not to my knowledge. I would be surprised to know that they did.

Q. You certainly never did yourself?

A. No, sir.

Q. Did you use it as an inducement when you did take that matter up with any prospective locator on the line to point out the advantage of a one-ended railroad in that territory?

A. I think that was done. I think it was a matter of mutual understanding between the coal companies that did locate mines, and the railway company. I do not want to appear in the light of suggesting anything to Mr. Tams. He knows his business better than anybody else, but—

Q. (Interposing.) Do you think that he does in this situation, to be perfectly frank?

A. I think that he is badly mistaken, anyway.

It has been estimated that there is a market for 7,000,000 tons of coal in the Southeast, in the Carolinas, say, and eastern Virginia. Mr. Tams says that he stays out of that [fol. 1042] market. Why, I do not know. I am not inquir-

ing into that. His representative in Chicago comes here and says that he cannot get all the coal that Mr. Tams wants to ship him; that he wants Mr. Tams to ship him. Mr. Tams is in a position to ship coal west, I assume—he is producing coal that could go west, that he does not send west.

Q. That is at the Tams mine?

A. Yes, sir.

I am not presenting that as any criticism of Mr. Tams, but, as something to make it strange to me why he should stay out of the eastern market and then fail to send coal west that he has a great demand for, which, in part, is the basis of this complaint.

Q. There have been certain figures introduced here with respect to the movement from that Tams mine of the Gulf Smokeless Coal Company, which indicates that about half of the tonnage, running over a series of months, of that mine, is turned over to the Virginian Railway.

A. Ask me that again.

Mr. Carmalt: Read the question.

(The reporter read the question, as above recorded.)

By Mr. Carmalt:

Q. That coal all comes to the eastern market?

A. It has to move east, yes, sir, over the Virginian Railway.

[fol. 1043] Q. The tonnage that is turned over to the Chesapeake & Ohio has not yet been shown on the record with respect to its division between east and westbound movement, but to the extent that tonnage is sent east over the Chesapeake & Ohio to markets that are reached by the Virginian Railway on an equal basis, that would indicate that there was coal available at the Tams mine to go to Chicago if the market at Chicago would absorb it, does it not?

A. That is the way I size up the situation.

Q. Is there anything further that you wanted to put in the record in this connection, Mr. Adsit?

A. I do not know that it is needful for me to put it in. It is well to bear in mind, it seems to me, the fact that the Virginian Railway in its development and in its de-

veloping is working to the end of more transportation eastward.

Q. In that connection, is it giving more transportation eastward than any other railroad that you know of, that is, commensurate with the production which it serves?

A. Taking the record, yes, sir.

Q. And have the mines that have been in operation on the road been uniformly successful, in so far as you have information on that subject?

A. So far as I have information, as to the general information, it is generally known that the operators on the Virginian Railway are successful operators.

[fol. 1044] Q. Coal that moves over the Sewalls Point pier moves to markets along the coast?

A. Yes. Principally it has been to New England.

Q. Has there been any attempt there to develop a traffic to the Southeast or coastwise, Jacksonville, or Brunswick, or Savannah, the South Atlantic ports?

A. There has been no particular effort that I know anything about.

Q. Has the New England market been exhausted?

A. I should not say so, no, sir.

Q. That is a growing market, year in and year out?

A. Yes, sir.

Q. You are shipping more coal every year than you did the year before?

A. The growth in the tidewater tonnage has been pretty regular.

Q. It has its ups and downs, but, for the most part, the trend has been upward?

A. The Virginian Railway today is starting work on a brand new pier. The Norfolk & Western Railway is spending money improving its facilities, and it operates three piers at the present time.

The Chesapeake & Ohio Railway has two piers, Mr. Hotchkiss explained yesterday, one a very modern pier, and they propose to start shortly on the construction of another [fol. 1045] one, which would indicate to me very clearly that they are expecting a continuing and a growing business to tidewater of West Virginia coals.

Q. Is there also from time to time the development of a foreign market for the coal over these piers?

A. There has been a good deal of off-shore business in the past. That has been disappointing recently on account of the conditions throughout the world. There has always been more or less of a foreign movement of coal—export coal.

Q. That moves to Cuba, South America, and the territory to the south?

A. Yes, and even points in the Mediterranean.

Q. And in the Mediterranean?

A. Yes.

Q. That was a very large movement during the war period, was it not?

A. Oh, yes, it was a big business.

Q. But it is not considered by the operators located on the Virginian Railway that the foreign markets have been exhausted, as a possibility for the Virginian Railway production?

A. I do not understand it that way.

Examiner Hunter:

Q. With reference to the questions I asked a little while ago. I thought then I had your opinion clear, but your subsequent reference to the car supply has again left the matter in confusion. The situation is this.

[fol. 1046] The heart of the Virginian Railway's case has been based on an estimate of 2,000,000 tons to go west. But that has not been put in as testimony. Whoever made that statement has not appeared here, but we have a witness stating that somebody else made the estimate, and then if that estimate was correct, and then he proceeds—

Mr. Carmalt (interposing): Let us clear that up now. Thank you very much for that thought, because Mr. Adsit made that estimate, and I had anticipated having him put it into the record.

By Mr. Carmalt:

Q. How did you arrive at the estimate that you gave to Mr. Gore and the management of an approximation of 2,000,000 tons going west, if the rate should be established?

A. It was my understanding at least that from the New River District on the Chesapeake & Ohio about 25% of their

tonnage goes west. Taking our production in 1920, in round numbers, 8,000,000 tons, that would figure about 2,000,000 tons for us. But the painful thing about this, or another painful thing is that we do not know how much is going west. Nobody can tell. It may be 65 cars a day. It may be 165 cars a day. We just have to make an estimate and make a guess at it.

Q. Mr. Adsit, Mr. Tams has made a very careful estimate of that figure of 960,000 tons, and he used exactly the [fol. 1047] same figures that you did, 25% of the mines. I do not know whether you observed that exhibit upon which he arrived at that figure, but he took the production of the local mines on the Virginian Railway, and applied a percentage of 25% to that, of 80,000 tons a month.

Do you see any reason why the joint mines should not also send 25% of their tonnage west over the Virginian Railway?

A. I cannot picture myself a joint mine not availing itself of cars on the Virginian Railway to ship west if the cars were there, especially so if the Chesapeake & Ohio is short of cars.

Q. If you consider the joint mines with the local mines, then 25% of the tonnage becomes 2,000,000 tons instead of one; approximately that figure?

A. Yes, sir.

Mr. Carmalt: That is the way that it was arrived at. I am very glad that you called my attention to it, Mr. Examiner.

Examiner Hunter: That is assuming now that the transportation facilities are sufficient to take care of the business offered so that this amount of tonnage is moving west. Now, if the tonnage is not allowed to move west—in other words, if the rates are prohibitive, then is it your opinion that that tonnage will not be produced in the mines, or that owing to the absence of transportation outlet it will be diverted from what would otherwise be its natural industrial [fol. 1048] trend to the west (because that is your estimate) to the east?

In other words, I take it that your estimate must be based upon the view that it would naturally come about in the course of trade that that tonnage would go west, because, of course, otherwise there is no occasion to make an estimate if the demand in the west is such that there would be no natural trade, coal for it; it simply would not go.

Mr. Carmalt: Mr. Examiner, I do not like to be critical of your question which I might criticise as being leading, but I think that Mr. Adsit has made it quite clear that his estimate is based on the experience of the Chesapeake & Ohio Railway, and he has also made it quite clear that there is an ample market in its natural channel to the east. He does not look upon that as the natural channel, but merely the overflow. Mr. Tams himself will testify that that is the channel that keeps the market up to the east, and that was the reason and purposes for which he uses it.

Examiner Hunter: I should think that perhaps the best test of the natural channel is where the trade will go. In other words, it seems to me that the natural thing is to let trade develop rather than for a common carrier to decide where the trade should go, and the thing I am interested in now is getting Mr. Adsit's opinion as to what is going to happen to that 2,000,000 tons.

It seems to me, as I understand the testimony, that one of [fol. 1049] two things can happen. Either the non-production of what would otherwise be produced, or else a diversion due to the policy of the common carrier. That is, a diversion from what would otherwise be the natural trade route.

The Witness: I regard the movement of 2,000,000 tons west—it may be more than that—there will be some diversion of tonnage that would otherwise go to the east.

By Mr. Knight:

Q. Diversion of tonnage that would otherwise go to the east?

A. Yes. But I am not here to say, and I do not believe that the western rates in connection with the Virginian Railway would have the effect of producing 2,000,000 additional tons of coal that would not otherwise be produced.

By Mr. Carmalt:

Q. In other words, the coal that it would replace would be Chesapeake & Ohio and Norfolk & Western or Baltimore & Ohio coal, other coal that would otherwise reach that market?

A. That is part of the proposition. There is no way of telling as to those 2,000,000 tons of coal shipped over the

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Virginian Railway, as to what particular coal that would replace.

Q. Do you regard the Central Freight Association territory coal as the natural market for this coal in this territory?

A. I do not know exactly what you call a natural market. Some coal goes to that market.

[fol. 1050] Q. You are familiar with the testimony that was given in I. & S. Docket No. 774 and other cases before the Commission, in which the operators have testified in confirmation of what Mr. Tams has testified here, that ordinarily the western market is the overflow market for New River coal, isn't that true?

A. I should say so. There is coal going in there from I do not know how many groups of mines. It is a very competitive market and absorbs a great many millions of tons of coal, good, bad, and indifferent.

Q. It is not a question of a policy of the Virginian Railway or any other carrier trying to force coal to the west or to the east. That question is not involved in this situation, is it?

A. I do not sense it that anybody is trying to force any coal anywhere.

Q. Take the situation on the Chesapeake & Ohio, where there is the utmost freedom of transportation in both directions, and the road is constructed to serve in both ways, in fact, where the railroad has been built into Central Freight Association territory, and very large expenditures made to reach that market out there, and where there is the widest flow of commercial competition. As I understand Mr. Hotchkiss' testimony, from the New River District there is 20% of that coal that goes into the Central Freight [fol. 1051] Association territory.

A. That is right.

Q. That would indicate wholly that there is no question of forcing any coal in any direction, but that the natural flow of 80% of that coal from that territory is to the east?

A. The bulk of the New River coal naturally flows east. That is what it has been doing.

Q. And it is in the interest of protecting the interests of the operators on that railroad as well as the Virginian Railway proper that the position and policy of the Virginian

Railway, that has been made apparent in this case, are put forward. Isn't that so?

A. I think so.

Q. It was with that thought in mind that the Virginian Railway was originally constructed to offer these facilities to the operators in that territory, was it not?

A. Yes, sir.

Q. It is not any question of diverting from the natural channel. It is simply substituting the coal of the Virginian Railway for coal that would move more economically from the Chesapeake & Ohio, the Norfolk & Western, or from the Baltimore & Ohio into that territory. Isn't that the fact?

A. Yes, sir. With the service that the Virginian Railway has given in the past and what it is going to give, it will make it far more profitable, in my opinion, for all the coal [fol. 1052] that is produced on its line to go east than west, even though they had the western rate, and the western rate will not do them any good without cars.

The movement of coal east will be subjected to the same sort of service that the western will get if the cars go west. There will be few cars left to take care of the tidewater business. The idea of the Virginian Railway is to furnish an ample eastbound service to take care of this business, and it has been provided for the operators on the Virginian Railway up to this time.

Mr. Scott: Mr. Examiner, I have no objection to Mr. Adsit answering the questions, but a good many of them contemplate, it seems to me, a very thorough knowledge of market conditions, and I do not believe that Mr. Adsit has qualified himself to answer those questions.

Mr. Carmalt: I do not think there have been any such questions. They have been simply traffic matters; a study of the traffic movements, that I have endeavored to bring out.

Mr. Scott: He has been testifying about overflow market, and no demand in the east, and west, etc.

Mr. Carmalt: He is quoting the testimony laid before the Commission by the operators; that was the form of the questions, Mr. Scott.

[fol. 1053] Mr. Scott: He is not testifying from any information that he has of his own, except what he has heard?

Mr. Carmalt: Except from what he has gained from the testimony of the operators.

Mr. Scott: I have no objection to Mr. Adsit's testimony.

Mr. Carmalt: I do not think that we need to get into any quarrel about that.

By Examiner Hunter:

Q. Was your estimate of 2,000,000 tons additional tonnage on the Virginian Railway, or that the total tonnage on the Virginian Railway would remain about the same? That is, I mean, it would be about the same without the western outlet?

A. The amount of tonnage that we figured might go west was used as a basis of determining if we could, how many coal cars it would take to handle that business.

Q. Yes, but not how many additional coal cars on the Virginian Railway, then, because if that is not additional tonnage it naturally would release some cars that have been going east, wouldn't it?

A. The tonnage eastbound will require all the cars on the railroad, presumably.

Q. What is your total tonnage now, about, on the Virginian Railway?

A. In round numbers, 8,000,000 tons. That was our 1920—

Mr. Carmalt (interposing): Mr. Examiner, I hate to interrupt, but I think you have gotten off to a wrong premise on the testimony that has been given.

As I have understood the testimony of Mr. Adsit, his thought was that the natural growth of the traffic, of the production on the Virginian Railway if the rate situation stands exactly as it is, will be 2,000,000 tons.

It happens, also, that that figure equals his estimate of what would probably move west, and so throughout our estimates and exhibits that have been put into the case we have considered it as 2,000,000 additional tons that will move and be produced under the experience of the railroad, regardless of whether you move east or west.

Examiner Hunter: I have no doubt that we will get from Mr. Adsit his opinion clearly on it, but we started off with this estimate, and then we had the general manager of the Virginian Railway present an estimate of the additional cars that would have to be supplied to take care of the 2,000,000 tons, and those were all new cars. That is, he was

not, in his line of testimony, calculating on this coal going west instead of east, because he was leaving all the cars to carry the eastbound traffic. As I take it, from your testimony, your view is that the total production on the Virginian Railway would be the same, but that instead of 100% of it going east, say 20% of it would go west. That is your view, is it, Mr. Adsit?

[fol. 1055] The Witness: I do not figure that we have got a steady production on the Virginian Railway. It will increase and decrease as time goes on. But there is going to be an increase. It is a growing production of coal. I do not think you could take just 2,000,000 tons away from any given business and say that 2,000,000 tons will go west and the balance will go east. I did not figure it that way, at least. My idea is that it will take—if 2,000,000 tons of the coal production of the railroad should go west, whatever that production may be, or more, it would take so many cars to handle it.

By Examiner Hunter:

Q. And those might be, for instance, cars that would otherwise be hauling some coal east?

A. It might be, but you do not know any more what the movement eastbound is going to be than you do your westbound. It is purely speculative. If the business is going west you have got to prepare for it in the way of equipment.

Mr. Bell: Do not overlook the fact that for every car that goes west you have got to take two cars out of the eastbound trade.

Examiner Hunter: Take the simile of the Baltimore & Ohio that we had in mind, that if those cars do not handle it, perhaps the Baltimore & Ohio cars will handle it. I take it that some coal will have to go west, and it would seem to follow necessarily from your view that if the western [fol. 1056] gateway is closed, that by virtue of the closed—

Mr. Knight (interposing): If the western gateway is not open—wouldn't it be better to say that?

Examiner Hunter: The estimate was made on the basis of an open gateway. Suppose we take your view of it. The Western gateway is now closed. Your view seems to be

that that has diverted from the west to the east this considerable tonnage which you estimate would go west if the gateway were opened.

The Witness: No, I do not. There are plenty of sources of coal for the west.

By Examiner Hunter:

Q. I am talking about the miners on the Virginian Railway. I am not saying that somewhere the coal will not be produced, but I am talking about these miners on the Virginian Railway. The present condition of no gateway to the west diverts to the east that traffic, in your opinion, does it not?

A. I beg your pardon?

Q. I say, it diverts that traffic to the east; traffic which would otherwise go west?

A. There would be some traffic go west, undoubtedly, if they had the rates.

Mr. Knight: I might ask your Honor how it is possible with traffic that has never existed?

Examiner Hunter: I am thinking some now of what [fol. 1057] would be the natural course of trade if these gateways were opened, and that is the line I am working on. Of course, if you assume that there cannot be any change, then we have no case to consider.

Mr. Knight: Our thought is, your Honor, that the natural course of trade (and we have endeavored to show it, and have intended to show it in this record, and the coal operators have endeavored to show it) for this smokeless coal is in the east; that no matter what route you take, whether it is the Chesapeake & Ohio, or the Norfolk & Western, that the diversion, to use your own language, is to the western market, and that that is an overflow market.

Examiner Hunter: I do not understand that a movement which comes about under untrammelled trade conditions is a diversion.

In other words, it would seem if that coal goes to the west it is naturally finding its market there. The thing that diverts is something that interferes with the development of trade, and what I was interested in here was to find out to what extent the Virginian Railway was deciding where trade should go, and to what extent it thinks that

there would not be any trade go anyway. If there is nothing to go west—if the western demand is such that no coal will go there anyway, we would not have these disastrous consequences which have been prophesied. On the other hand, if it would go there, but it is not permitted to go [fol. 1058] there because there are no facilities, isn't that a diversion?

Mr. Knight: I do not think so.

Examiner Hunter: I was only interested in witness' view of his own estimate.

By Mr. Bell:

Q. Mr. Adsit, isn't it just as unnatural for southern West Virginian coal to go to north of the Ohio River as it would be for north of the Ohio River coal to go to southern West Virginia, using the word "natural" in the sense that the Examiner has been using it?

A. I should say yes.

By Examiner Hunter:

Q. Do you know of any coal from north of the Ohio River going to southern West Virginia?

A. No, sir.

Mr. Scott: Would it go there if it did?

Examiner Hunter: Why do you think that would be the natural movement?

Mr. Bell: He didn't testify that it would be the natural movement.

Examiner Hunter: Well——

Mr. Knight (Interposing): He said that both movements would be unnatural, as I understood it.

Examiner Hunter: That is, the movement from southern West Virginia to north of the Ohio River would be unnatural?

Mr. Bell: And north of the Ohio River coal going to [fol. 1059] southern West Virginia would be unnatural. One is just as unnatural as the other.

Examiner Hunter: If the gates are open and it don't go, why I should say that it is not a natural trade condition. It is not natural for it to go.

By Mr. Scott:

Q. Are there any needs in southern West Virginia for coal which could not be readily supplied by all the coals produced in West Virginia?

A. I should not think so.

Q. Would you say that the same thing is true with respect to the territory north of the Ohio River?

A. Any coal-producing territories, they may think they want some southern West Virginia coal. I do not know. In times of emergency there has been coal sent there.

Q. There is a big demand for West Virginia coal in Ohio?

A. Yes, sir; considerable coal goes there, yes.

Q. Don't you know, as a matter of information, that there is considerable demand for it?

A. Yes, I suppose there is; in the aggregate there is considerable coal that goes into Ohio from West Virginia.

Q. Both high volatile and low volatile coal?

A. I should say yes.

Q. As I understood your estimates of 2,000,000 tons increase of tonnage, or 2,000,000 tons moving in the western direction in the case that joint through rates are established is based on the present or the 1920 production of [fol. 1060] both your mines and joint mines?

A. Yes, sir.

Q. Now, is it your thought that in the event the Commission should establish joint through rates that the joint mines would be permitted to load Virginian Railway equipment and move the coal through the Deepwater gateway?

A. What do you mean by "permitted"?

By Examiner Hunter:

Q. What they have a right to do under the tariff.

A. I should say so. The tariffs apply from those mines, I suppose.

By Mr. Scott:

Q. In other words, you do not agree with some suggestions that have been made here that it could not be done on account of short-hauling the Chesapeake & Ohio?

Mr. Bell: Mr. Examiner, I think that is a question of law.

Mr. Scott: He has made the statement.

Mr. Bell: Furthermore, the complaint has not asked for joint through routes with joint rates from mines.

Examiner Hunter: I know, but this witness went into it on direct examination.

Mr. Carmalt: What?

Examiner Hunter: This matter of shipments from the joint mines west; you asked about that. That is part of his estimate. That is the way he gets 2,000,000 tons in-[fol. 1061] stead of one.

Mr. Carmalt: Of course.

Examiner Hunter: Now he is being cross examined on that point, He made the statement that he knew of no reason why the Virginian Railway shippers could not load Virginian Railway cars from joint mines if the rates were published from joint mine points.

Mr. Scott: He does not agree with some statements that have been made here that that procedure would be a short-hauling of the Chesapeake & Ohio.

Mr. Carmalt: It does not make any difference what he thinks about that.

Mr. Scott: He is the traffic man of the road. I should think that he would have an opinion on the matter of short-hauling.

Mr. Carmalt: That is another question. I admit my superior capacity to present that to the Commission.

Mr. Scott: It is a very vital question, because it is the determining factor of whether or not his figures as used in arriving at his estimates are correct or not.

Examiner Hunter: Perhaps Mr. Adsit is considering it this way, the joint mines load with a Virginian Railway car and ship it out via Deepwater simply because the rate applies from that point. Otherwise, wouldn't it be necessary [fol. 1062] to restrict the rate to the non-joint points?

Mr. Scott: You mean restrict the rate to the local Virginian Railway points?

Examiner Hunter: Yes.

If the rate is so restricted that it would not apply from the other points I do not see how the shipper then would get the car. It seems to me that it is a question of whether

or not the rate applies from all the points in the New River field, or only from the local points.

Mr. Scott: That is the question, and his estimate of tonnage is based on the assumption that the joint mine tonnage will move westbound via the Virginian Railway, the same as the tonnage of the local stations.

Examiner Hunter: It is based on his expectation that the rate will apply from all points.

The Witness: Yes, sir.

Mr. Scott: From all points.

Examiner Hunter: Applying from all points, throughout, however, so that the shippers to any of those points might call for Virginian Railway cars to go out via Deepwater, via the Virginian Railway, and not to be turned over to the Chesapeake & Ohio?

The Witness: Yes, sir.

Mr. Scott: I have no other questions on Mr. Adsit's general testimony this morning, but I would like to ask a question in connection with the testimony that was offered the [fol. 1063] other evening.

By Mr. Scott:

Q. First, in connection with Eccles mines, I believe you stated those are joint mines, the operation being by the Virginian Railway over the mine tracks owned by the coal company?

A. Yes, sir.

Q. It is not clear in my mind just whether or not the Chesapeake & Ohio has a direct connection with the mine track of the coal company.

A. The Chesapeake & Ohio has a direct connection with the coal company's track.

Q. And that relates to all their mines?

A. That refers to all of their mines.

Q. In connection with the situation at Helen, I notice on your map Helen mines Nos. 3 and 4—I assume those are Helen?

A. Yes, sir.

Q. Are indicated as joint mines?

A. Yes, sir.

Q. Isn't it a fact, Mr. Adsit, in order to reach mines Nos. 3 and 4 the Virginian Railway does pass for a short distance along the mine track of the Chesapeake & Ohio?

A. Yes, sir, in making that crossing there, instead of coming directly across there for convenience they run a few [fol. 1064] feet over the Chesapeake & Ohio track.

Q. It is not a direct crossing there?

A. For operating purposes, it was made that way.

Q. Do you know whether there was any contract or operating agreement or anything in connection with the use of that track?

A. With regard to the crossing, yes, sir.

Q. Could you furnish a copy of that—

A. Yes, sir.

Q. (Continuing:)—Contract?

A. Yes, sir.

Q. Will you do that?

A. Yes, sir.

Q. Is there any contract between the Chesapeake & Ohio and the Virginian Railway relating to Helen mine No. 5?

A. Not to my knowledge, no sir.

Q. Do you know whether there has ever been a contract?

A. There has never been a contract, no, sir.

Q. Could you ascertain whether there is any contract at the present time?

A. I can ascertain, but I can speak pretty positively on that that there is not any.

Q. If you find after investigation that there is such a contract will you furnish a copy of that for the record?

A. I think so.

[fol. 1065] Q. Have you anybody here that can speak definitely as to that?

A. I do not know that there is anybody here that can speak definitely.

Q. You will ascertain?

A. Yes.

Mr. Scott: Would Mr. Huntington know whether or not there was a contract?

Mr. Knight: Mr. Huntington says that he thinks the Chesapeake & Ohio has a right to get to No. 5 mine.

Mr. Scott: Could we have a copy of that contract?

Mr. Knight: If there is a contract we will put it in. I do not remember, personally.

Mr. Scott: If there is any contract, either written or oral, or understanding, I understand that you will furnish a copy of that?

Mr. Knight: Yes, sir.

I would like to say to the Examiner and to Mr. Scott that the Helen mine and the Simirall mine in question have not been offered here before, and if we should find the contract which may exist for access to the Simirall mine, we may want to make in connection with the filing of the contract, a statement in reference to it.

Mr. Scott: These matters were covered by the complaint. There were allegations made with reference to these mines, [fol. 1066] with the statement that we had no specific information, and we asked that all of the contracts in connection with the joint operations be furnished, and that is the reason that I am asking for the information.

Mr. Knight: These are not cases of joint operation. That is to say, they are what we call joint mines, but as I understand it, the Chesapeake & Ohio uses its own locomotives to run its own cars under the Helen tippie.

The Witness: They use their own locomotives to run their own cars, yes, sir.

By Mr. Knight:

Q. And we use our locomotives to run our cars?

A. Yes, sir.

By Mr. Scott:

Q. That is the actual operation over a part of the line where there is——

A. (Interposing.) The Chesapeake & Ohio serves that mine, this track (indicating) the same as we serve it direct ourselves. There is no switching arrangement there of any sort.

Q. The Chesapeake & Ohio performs the service. If there is a trackage right agreement for that 15 feet of track over the Chesapeake & Ohio that is an actual operation over part of the track covered by the agreement?

A. That is the crossing. There is no trackage question involved.

[fol. 1067] Mr. Scott: I just wanted to know what the arrangement is. We have no objection, of course, to Mr. Knight furnishing that information.

Examiner Hunter: Furnish it within ten days.

Mr. Scott: There is one other question.

By Mr. Scott:

Q. Can you state, Mr. Adsit, whether or not at the time the Virginian Railway granted trackage rights over their rails from Oak Hill Junction to Weirwood that the Chesapeake & Ohio Railway threatened at that time if the trackage rights were not granted to build a line to the Weirwood mine?

A. I do not know that they threatened anything. The Chesapeake & Ohio was very much interested in reaching that mine.

Q. The Weirwood mine is served by a very large operator on the Chesapeake & Ohio, is it not?

A. The Berwyn-White Company. That is not the official name of that coal company—the New River Pocahontas Consolidated Coal Company—that is the official name of the coal company.

Q. You do not know of any threat?

A. I do not understand that there is any threat involved there. The Chesapeake & Ohio were interested in getting there, and were figuring ways to get there, and they wanted to secure trackage over the Virginian Railway for the purpose of——

Q. (Interposing.) For the purpose of serving the large [fol. 1068] operator who had other mines on its line?

A. Yes, sir.

Q. Was the Weirwood mine at the time the trackage agreement was entered into in active operation, or was the mine open afterwards?

A. It was being opened, according to my recollection.

Q. Contemporaneous with the trackage rights agreement?

A. Yes.

Mr. Scott: That is all.

Mr. Knight: That is all.

(Witness excused.)

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Mr. Bell: Mr. Examiner, may I state into the record that the total aggregate capacity of the mines on the Norfolk & Western at the present time is 3,225 cars, according to their last car distribution bulletin?

Examiner Hunter: Unless that is agreed to it will not be taken unless you are sworn.

Mr. Bell: I was going to ask if it would be agreed to.

Mr. Scott: We have no objection to it.

Examiner Hunter: Very well.

Mr. Bell: And the total aggregate capacity of the Chesapeake & Ohio mines, 5,078.8; the Virginian Railway mines, 1,249.2.

In connection with that I wanted to state that I propose [fol. 1069] to refer to the Official Railway Equipment Register for the number and capacity of the coal cars owned by these lines. That Register is filed with the Commission and bears an Interstate Commerce Commission number.

Examiner Hunter: Is there objection?

Mr. Scott: I understand that all of this information that Mr. Bell is giving is capable of being checked?

Mr. Bell: Oh, yes.

Mr. Scott: Out of the Equipment Register, which is a tariff publication on file with the Commission.

Mr. Bell: These mine ratings are not in the Equipment Register, but are in the files of the Commission, and are not under an I. C. C. number. They are in the possession of the Service Department of the Commission.

Examiner Hunter: If opposing counsel calls attention to any errors you will correct them?

Mr. Bell. Certainly.

Mr. Scott: You will permit us to make reference to the mine ratings that are on file with the Commission?

Mr. Bell: Yes. I happen to have the Virginian Railway and the Chesapeake & Ohio with me. I do not want to put them into the record because I borrowed them. I took it right from these distribution bulletins.

Examiner Hunter: Is there any further testimony?

Mr. Knight: I want to offer as a witness——

[fol. 1070] Mr. Bell (interposing): I would like also to have permission to refer to the rules that are known to Mr. Scott and Mr. Williamson, of the American Railway Association, regarding the interchange of cars.

Examiner Hunter: Is there any objection?

Mr. Scott: Those are the Car Service rules?

Mr. Bell: These.

Mr. Scott: No.

Examiner Hunter: Very well.

Mr. Knight: I would like to call as a witness Mr. Gormley.

M. J. GORMLEY was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Knight:

Q. What is your name and residence?

A. M. J. Gormley, 718 18th Street, Washington, D. C.

Q. State your railroad experience and your present position.

A. I am at the present time Chairman of the Car Service Division of the American Railway Association, located in Washington.

I have been in the railroad business since 1893, beginning in the track department, and from that to the bridge and building, and since that time I have been in the operating department of the railroads.

[fol. 1071] I was assistant Regional Director of the Northwestern Region during Government control.

For a period — 18 months I was Director of the Division of Transportation of the American Petroleum Institute.

Since that time I have been Chairman of the Car Service Division of the American Railway Association, which has been about 15 months.

Q. During your railroad experiences with what railroads were you connected, and where did you reside?

A. I was connected with the Chicago & Northwestern, located in Chicago, and at different points on the Chicago & Northwestern, Iowa, Minnesota, South Dakota.

Q. What are the duties of your present position?

A. Distribution of equipment between railroads, principally re-location of equipment, supervision of the Car Service rules, which are the ownership rules on which the cars are handled between Railroads.

Q. What connection, if any, has the organization with which you are now connected, with the Interstate Commerce Commission?

A. We are the point of contact between the railroads and the Interstate Commerce Commission. We handle with

them all matters of car service with their Bureau of Service.

Q. This proceeding, Mr. Gormley, is one instituted by a coal mining company on the Virginian Railway for the purpose of having opened through routes with joint rates from the Virginian Railway by way of the Chesapeake & Ohio Railway and its connections for coal into the western territory, generally, and particularly perhaps with reference to the Central Freight Association territory.

As probably you are aware, the Virginian Railway connects with the Chesapeake & Ohio Railway at Deepwater, and it has been shown in evidence that Deepwater is a point practically on the dividing line between the New River or smokeless or low volatile field of the Chesapeake & Ohio and the high volatile field of that railroad, which includes, as probably you know, the Kanawha field, the Logan field, the Coal River field, and the eastern Kentucky field.

I wish you would give us fully your views on the expediency and the desirability or not in the public interest of the through routes with joint rates prayed for in this proceeding being opened.

A. Taking our experience of this summer, beginning with the union mine strike on April 1, and continuing since that time, the Chesapeake & Ohio Railway has at all times had as much, if not more business westbound than they have been able to handle. That condition still exists. I do not believe that the adding of any additional movement of coal from the Virginian Railway will put any more coal into the western market than is at present being put there, because [fol. 1073] whatever is taken off the Virginian Railway, in my opinion, means just that much reduction of the movement from the Chesapeake & Ohio railway mines. They have had embargoes on a number of times (I am not certain whether they have one on right now or not), against the movement of coal from the New River District to the west for the reason that they were not able to move it through their Russell yard and their western connections.

Q. Mr. Gormley, there has been some testimony and a good deal of expression of theory in the case so far as to the supply of cars for transporting smokeless coal from the Virginian Railway west if the through rate prayed for should be opened. I would like for you to say as to the car supply for business of this character where it must come from.

A. It will have to come from the originating railroad, only.

By Examiner Hunter:

Q. "Only," did you say?

A. Only.

By Mr. Knight:

Q. Why, Mr. Gormley?

A. For the reason that the lines that would move this traffic from points west of the Chesapeake & Ohio Railway have not a car supply built up to take care of that class of traffic.

The Chesapeake & Ohio Railway today owns coal cars necessary to move the business off the Chesapeake & Ohio Railway without any assistance from their connections. It [fol. 1074] is true that there are times when assistance will come from their connections like during the period in April and to June and July, when there was no mining activity in the union fields. We did at that time divert cars of various ownerships to the Chesapeake & Ohio, or any other road that could handle them in order to increase the coal production, but with the resumption of the mining in the union fields that was discontinued, so that the more you lengthen the haul of the coal produced on the Virginian Railway, just that much more would you reduce the general car supply on the Virginian Railway, because we would not direct the movement of cars owned by lines west of Cincinnati to the Virginian Railway for this movement.

Q. How long did you reside in Chicago, or in the Western States that you have mentioned?

A. All of my life up to the last 15 months, in Chicago or west of Chicago.

(Discussion off the record.)

The Witness: I am 46 years old today, and I do not mind saying that; not being a lady I can do that, yet. You can figure about 44½ years of that was out in that territory, approximately 15 years of it in Chicago.

By Mr. Knight:

Q. Are you generally familiar with the coal market in the Central Freight Association territory?

A. It just depends upon what you mean by that. I am not [fol. 1075] a coal man. I am not familiar with prices, but I do know that that is a very heavy consuming territory, and I know also that it is a very competitive territory for all classes of coal, if that is what you mean.

Q. That is exactly what I mean. Coal comes in there, doesn't it, from practically all of the coal-producing States north of the Ohio River?

A. Yes.

Q. Including Illinois, Indiana and Ohio?

A. Kentucky.

Q. Kentucky—from south of Ohio, from Kentucky?

A. Yes.

Q. And a little from Tennessee, I believe?

A. I am not so sure about Tennessee, but I think so.

Q. West Virginia?

A. West Virginia.

Q. And western Pennsylvania?

A. Western Pennsylvania.

Q. And there is some coal from Michigan, I believe?

A. I am not so sure about the Michigan coal.

Q. In your judgment, would 1,000,000 or 2,000,000 tons of additional smokeless coal put into that market have any substantial effect on prices?

Mr. Scott: I do not believe that Mr. Gormley is qualified to testify to that fact, and I object.

[fol. 1076] Examiner Hunter: He has not so far shown any basis for his judgment being any better than that of the Commission on that point. In other words, I take it that he is not familiar at all with the market and his opinion would simply be based on the arithmetical relationship between the total consumption and the additional amount. I should think that is a conclusion that anyone of us could draw as well as the witness.

Mr. Knight: All right. I will withdraw the question.

(Discussion off the record.)

Cross-examination.

By Mr. Scott:

Q. I understood you to say that you do not think in the event that the through route was opened up and through

rates were established on the district basis from the Virginian Railway mines to the western market that you would direct the western connections to turn over cars to be delivered to the Virginian Railway for the hauling of that coal?

A. That is right.

Q. If, under the law you were required to do it, that would be a different matter, would it not? You would then do it?

A. Yes, sir, we probably would.

Mr. Scott: That is all.

Mr. Knight: That is all.

(Witness excused.)

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[fol. 1077] Mr. Knight: Mr. Examiner, I will call Mr. Huntington.

C. W. HUNTINGTON was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Knight:

Q. What is your residence, Mr. Huntington?

A. Elizabeth, N. J.

Q. You are President of the Virginian Railway?

A. I am.

Q. For how long have you been connected with the Virginian Railway?

A. Not quite six years.

Q. For how long have you been either Chairman of the Board, or President of the company?

A. Since the middle of December, 1916.

Q. You were Chairman of the Board for a short time, and became, early in 1917, President of the company?

A. Correct.

Q. Please state your railroad experience, Mr. Huntington.

A. My railroad experience began in September, 1876, as a brakeman on the Rock Island Railroad. I was 16 years with that company. Two years as assistant superintendent

of the Des Moines Northern & Western; eight years as general superintendent of the Iowa Central. Twelve years as general superintendent of the Central Railroad of New [fol. 1078] Jersey. Nearly three years as Vice President and General Manager of the Minneapolis & St. Louis, and since leaving it in December, 1916, I have been with the Virginian Railway.

Q. You are thoroughly familiar with the Virginian Railway and the conditions upon it, are you not?

A. I think so.

Q. Is the connection between the Virginian Railway and the Chesapeake & Ohio Railway at Deepwater a practical connection at the present time for handling in substantial amount business—for the interchanging of a substantial amount of business?

A. It is not.

Q. Would the obtaining of increased facilities there be attended by a considerable expense, and if so, why?

A. A very considerable expense because of the natural conformation of the ground. The Virginian Railway comes in on a very sharp curve, generally from the south, turning eastwardly to its connection with the side-track of the Chesapeake & Ohio. There is practically no business from that direction, or in that direction interchanged with the Chesapeake & Ohio. What little there is coming to the west is handled with awkwardness and difficulty because of the situation. To perfect a western interchange with the Chesapeake & Ohio would involve the expenditure of very large sums of money, cutting away the mountainside and [fol. 1079] building an entirely new "Y" track, bridging a stream and a highway.

Q. Mr. Huntington, do you know the plan of construction and operation of the Virginian Railway with reference to the traffic it was expected to handle?

A. Yes, sir.

Q. Please state it.

A. The Virginian Railway was a combination of the Deepwater and tidewater railways. Its conception in the mind of its builder, as I am reliably informed, was to furnish as nearly as possible complete and perfect facilities for the transportation of smokeless coal to tidewater. It was built to very high standards of construction. It has since been operated with the heaviest class of motive power

and cars of the largest capacity to move coals with the greatest economy to their largest visible market, namely, tidewater.

Q. A certain amount of coal moves into the Southeast?

A. 90% of the Virginian Railway's business is coal. 80% of that moves to tidewater for transshipment by vessels, and the remaining 20% of the 90% goes into the Southeast.

Q. The connections over which this coal goes into the Southeast are all some distance east of the coal fields?

A. Very considerably.

Q. You mean a very considerable distance?

A. A very considerable distance.

Q. Mr. Huntington, it is within your knowledge, is it not, [fol. 1080] that a possible western construction, western extension of the Virginian Railway has been and is contemplated in the future?

A. It is.

Q. Do you know, in the case of such western construction whether the route by way of Deepwater will be followed?

A. It certainly will not.

Q. State, if you know, in the judgment of yourself and other directors and officers of the Virginian Railway, what route its western extension should follow?

A. If the Virginian Railway be extended to the west, or to the west and north to a port perhaps upon the Great Lakes, a line between a point farthest west on the present main line known as Surveyor and Deepwater, the present connection with the Chesapeake & Ohio, will become a stub end branch only.

The line to the west would undoubtedly be built from Surveyor over to and down what is the Coal River to St. Albans, thence the Ohio River and up through the State of Ohio, or, on the other hand, down the water grade line of the Guyandotte River from Elmore through Gilbert and the Logan fields, and probably reach Huntington and thence north through the State of Ohio.

Q. Suppose that it was not contemplated that the Virginian Railway should construct a new railroad all the way, but that it was to connect with the Kanawha & Michigan [fol. 1081] Railway, what would be the route that would be adopted?

A. As a result of investigation made of the practicability of such a connection in the vicinity of Deepwater several years since, the cost of which and the difficulties of which proved to be prohibitive, such connection would be via the Coal River line.

Q. Crossing the Kanawha near the mouth of Coal River near St. Albans and connecting with the Kanawha & Michigan there?

A. Exactly.

Q. Mr. Huntington, the Virginian Railway's property is all subject to a first mortgage, dated May 1, 1912, is it not?

A. Yes, sir.

(Discussion off the record.)

By Mr. Knight:

Q. That mortgage covers after-acquired property, does it not, and provides for issuing bonds for the acquisition of after-acquired property?

A. Yes, sir.

Q. And for additions and betterments to the lines?

A. Yes, sir.

Q. Are there restrictions in that mortgage as to the amount of bonds that may be issued?

A. There are.

Q. State briefly what they are.

A. Those restrictions are with respect to the construction of main line extensions, that bonds may be taken down to [fol. 1082] the extent of a cost of \$75,000 a mile. In the cases of branches and double tracks, to the extent of \$50,000 a mile.

Q. Cost not exceeding?

A. Cost not exceeding \$50,000 per mile.

In the case of other additions and betterments in equipment, 75% of such cost. The mortgage, I may state, is extremely favorable to the bondholders, and does not, at this date, permit of the taking down of bonds sufficient to construct at present day prices.

Q. That is to construct extensions, new lines?

A. Yes.

Q. Will you state, Mr. Huntington, what is meant in railway parlance by the word "budget"?

A. Budget is the detailed estimate and the recommendations primarily of the operating and traffic officers to the general management, and thence to the president and board of directors made late in one year of expenditures desirable to be made in the following year with respect to the development and larger operation of the property.

By Examiner Hunter:

Q. Budget, then, is really in the nature of investment?

A. It is a budget proposing large expenditures to be made to the property on investment account.

Q. If the budget were possible all of those items would [fol. 1083] really go into the investment account?

A. They would go into the investment account, but under the terms of our mortgage, material would have to be provided for out of the current earnings.

By Mr. Knight:

Q. The budget embraces, ordinarily, simply the improvements necessary to be made from year to year to keep the property in proper shape, as a going concern?

A. Without respect to extensions.

Q. What has been the usual budget of the Virginian Railway for some years past?

A. Since I have been with the property, and from my inquiry as to previous times, generally, about \$3,000,000 per annum.

Q. The budget ordinarily does not include any substantial purchase of equipment?

A. No, sir. All purchases of equipment involving very large sums of money are supplementary to the budget.

Q. Ordinarily, it does not include large projects, such as the new pier of the Virginian Railway which it has been testified is about to be built?

A. No, sir, it does not.

Q. What are the general items of construction that are usually embraced in the budget, normally, a few of them, please?

A. The principal item to facilitate movement of business [fol. 1084] over the line is passing tracks. Additional yard tracks to facilitate the classification of business. Addi-

tional machinery for the shops. Substantially all steel or masonry for wooden bridges. Replacement of station buildings, by more permanent structures than those built, or additions.

Q. In practically no case is it possible to finance by the issuance of bonds more than 75% of the budget cost?

A. That is correct.

Q. The remainder has to be found in earnings or savings?

A. Right.

Q. Is it within your knowledge, Mr. Huntington, that the Virginian Railway has let contracts for the construction of a new pier at its tidewater terminal at Sewall's Point?

A. Yes, sir.

Q. At about what cost?

A. At a cost of \$3,300,000.

Q. About how will that money have to be paid?

A. It is estimated that pier and its appurtenances will be completed in two years. I should say that the disbursements might be said to be likely to be distributed evenly between those two years.

Q. Has the Virginian Railway in contemplation the electrification of any portion of its line?

A. The Virginian Railway now has two parties, one representing each of the larger electric companies of the [fol. 1085] country, making a careful survey of the most difficult portion of the line of the Virginian Railway, so far as operation is concerned, with the idea of receiving definite recommendations and estimates of cost for the substitution of electrical power for the very heavy steam locomotives that we are now compelled to use in that territory, the heaviest anywhere in the world, and which are insufficient, in our judgment, to meet our needs.

Q. What is the district the electrification of which is being considered?

A. The district comprises between Mullens and Princeton, including the Elmore yard and the Clark's Gap Mountain, the most difficult grade of the line, 13 miles of 2.07 grade. The Broken Flat Top Mountain region between Clark's Gap summit and Princeton, a total distance of about 35 miles, with a distance beyond to Roanoke, including 17 miles of down-grade with traffic on the Kellysville Mountain, a total distance of 132 miles. It is estimated that very

considerable saving in power by regeneration may be accomplished by the use of electric power on that down-grade.

Q. State, if you know, approximately what is expected to be the cost of the electrification from Elmore yard to Princeton.

A. The preliminary figures shows a cost of three and one-half million dollars for that distance.

Q. And from Elmore yard to Roanoke?

[fol. 1086] A. A total cost of eleven million dollars.

Q. All of this territory that is under consideration in the electrification scheme is east of Elmore yards, is it not?

A. That is to say, if Elmore and Mullens be counted as one. The electrification should extend to——

Q. (Interposing.) And run through the yard—west of the switches to Mullens. Has the Virginian Railway any preferred stock?

A. Yes, sir.

Q. Can you give the amount?

A. It is shown here as was in my mind, \$27,955,000.

Q. Do you know when that preferred stock was issued?

A. I do not remember the year, precisely.

Q. May 1, 1912?

A. I was about to say that it was the same year of the mortgage, 1912.

Mr. Scott: Pardon me for interrupting, Mr. Knight, but would you mind offering your latest annual report?

Mr. Knight: We are going to refer to all of our annual reports. Before the testimony is completed I will try and let you have a set of them. It may not be complete. We propose to refer to the annual reports on file with the Commission.

Mr. Scott: I meant the report of the directors to the [fol. 1087] stockholders. That is what you had there?

Mr. Knight: Yes. I can let you have the latest one.

Mr. Scott: Would you mind offering that as an exhibit?

Mr. Knight: I will offer as Exhibit No. 53, the annual report to the stockholders of the Virginian Railway for the year ended December 31, 1921.

Examiner Hunter: It will be received in evidence.

(The report referred to was received in evidence, marked "Defendants' Exhibit No. 53, Witness Huntington," and the same is forwarded herewith.)

By Mr. Knight:

Q. The preferred stock was issued as of May 1, 1912. I believe that it is within your knowledge that it was a 5% cumulative preferred stock?

A. Yes, sir.

Q. Do you know from your examination of the records and the history of the company whether that preferred stock represented actual cash?

A. From my examination of the records and my discussion of that and similar questions with members of our Board, that is my conviction.

Q. Up to July 31, last, there had accumulated on the preferred stock dividends amounting to something more than 60%, had there not?

A. Yes, sir.

Q. Up to July 31, last, dividends had been paid reducing [fel. 1088] the unpaid accumulation to \$30 per share per \$100 share. Is that not so?

A. \$30, yes, sir.

Q. At that time, and by authority of an order entered by the Interstate Commerce Commission, the accumulation of dividends upon the preferred stock, which amounted to \$30 per share, was canceled by agreement with the preferred stockholders, and from August 1, 1922, the dividend rate upon the preferred stock was increased from 5% to 6%, was it not?

A. Yes, sir. And my recollection is perfectly clear now as to that figure of \$30.

Q. Please state what the understanding was at the time this change was made and the accumulated dividends wiped out with reference to the payment of regular dividends thereafter upon this preferred stock.

A. The understanding was distinctly that the holders of the preferred stock, waiving the right to the accumulated dividends of 30% thereupon and accepting in lieu thereof a 1% increase in the dividend rate, fixing a payment of accumulated dividends, or the equivalent thereof extending over a period of 30 years, were not to be asked continually to permit their dividends as earned to be plowed back into the property, but they were to be paid them as earned, at the 6% rate.

[fol. 1089] Q. The Virginian Railway, I believe, has never paid any dividend on its common stock?

A. No, sir.

Q. Mr. Huntington, is the Virginian Railway considering any considerable purchase of additional equipment in the near future in the way of cars?

A. Yes, sir. We have out now invitation for bids for the construction of from five hundred to one thousand 120-ton coal cars.

Q. Do you contemplate providing for, and do you expect an increase in the coal business upon the Virginian Railway, regardless of the result of this proceeding?

A. Oh, yes. We expect the tidewater business of the Virginian Railway to increase, year after year. The general plans upon which the investigation for the electrification of the Virginian Railway are based contemplate an eastbound tonnage of twelve and one-half million tons within a very few years.

Q. State, if you know, what is the relative condition of the Virginian Railway as compared with other railroads in the country as to its equipment, cars, and motive power to handle them?

A. Speaking generally, not citing specific instances, at all, I can say that there are very few railroads in the country which have as many cars to the mile, of all kinds, [fol. 1090] as the Virginian Railway.

There are not many railroads in the country equipped as especially as the Virginian Railway is equipped to handle the character of traffic which the Virginian Railway is required to handle, that is, its coal business, and the percentage of coal cars to its total equipment.

There is no other railroad in the country, probably, which has as high a percentage of high class motive power as the Virginian Railway has, although there are a few other railroads, of course, doing a much greater total volume of business.

Q. You have examined Exhibit No. 31, which was filed in connection with the testimony of Assistant Auditor Goldblatt, have you not?

A. If I connect the number with the figures, I have, yes, sir.

Q. In your judgment, are those figures accurate and conservative?

A. I think so.

Q. Accurate so far as they purport to state facts, and conservative as to estimates?

A. Yes, sir.

Mr. Knight: That is all, sir.

Cross-examination.

By Mr. Scott:

Q. Mr. Huntington, did you state how much it was proposed that the Virginian Railway was to pay for the new terminal facilities at Tidewater?

A. I think not.

Q. Would you mind stating that?

A. The new facilities at tidewater will be upon the property of the Virginian Terminal Railway Company.

Q. The property is leased by the Virginian Railway?

A. It is leased by the Virginian Railway, which is the holder of the entire stock of the company.

Q. I understood you to state that the Virginian Railway proposes in the near future to spend about \$11,000,000 in the electrification of its road. How does the Virginian Railway propose to pay for that?

A. I said that the Virginian Railway was contemplating the possibility of expending \$11,000,000 provided it concluded to extend electrification to Roanoke, a distance of 132 miles.

Q. I understood you to say that the first block of the electrification was from Mullens to Princeton. What was the estimate on the cost of that?

A. In round numbers, three and one-half million dollars.

Q. Was it your proposal to pay for that out of earnings?

A. We have not gone into detail on the question. Such portion as is chargeable to property investment account might be paid by the taking down of such bonds as our mortgage would permit us to take, and the remainder would have to be from current earnings.

Q. How much do you estimate it will cost to obtain those additional 500 to 1,000 cars of 120-ton capacity?

A. Either \$2,500,000 or \$5,000,000, according to the number that is purchased.

Q. Would your answer to my last question be your answer to the question as to the financing of the purchase of the cars?

A. No, sir.

Q. How would you finance the cars?

A. Very likely by means of an equipment trust.

Q. The payment of the equipment trusts would be met out of the earnings?

A. Year by year; usually for a period of 15 years. In that connection, I might say that the negotiation of an equipment trust today involves a cash payment in advance of 25% of the cost.

Q. Would that 25% be out of earnings?

A. Yes, sir.

Q. When was the branch line leading up to the Glen Rogers operation built? When was it started, and if completed, when was it completed?

A. I have not the dates committed, but it is altogether within the last two years.

Q. Who built that line?

[fol. 1093] A. The Virginia & Western Railway; originally the Virginian & Wyoming, and afterwards by modification of its charter, the Virginia & Western.

Q. Is that line leased by the Virginian Railway?

A. Yes, sir.

Q. Could you state the valuation basis for the rental of that line?

A. I do not know just what you mean by that. I hardly know how to answer that question.

Q. Can you state what the road cost? That would probably give me the same information.

A. The road cost approximately three million dollars.

(Discussion off the record.)

By Mr. Scott:

Q. The statement was made yesterday by the witness, President, I believe, of the Raleigh-Wyoming Coal Company, that a Mr. Hyams was a very large holder of stock in that company, the coal company. Can you state whether that Mr. Hyams is the chairman of the board of your directors?

A. No Mr. Hyams is the chairman of the board of our directors.

Q. Is there a Mr. Hyams on your Board of Directors?

A. Yes, sir.

Q. Is that the Mr. Hyams referred to yesterday?

A. Yes, sir.

[fol. 1094] Mr. Scott: I believe that is all.

Redirect examination.

By Mr. Knight:

Q. In case of the electrification that we have spoken of it will not be possible to take down bonds under your mortgage to the extent of more than 75% of that cost, will it?

A. No, sir.

Q. In case that electrification involves the abandonment or the substitution and scrapping of existing property and replacement, to that extent it will not be possible to take down so much as 75%?

A. No. A very large portion of the cost would therefore be chargeable to operation.

Q. In case an equipment trust should be formed for the purchase of the cars that you now have in contemplation you would expect to pay 25% of the cost of the cars in cash, and to issue equipment trust certificates for the remaining 75%, or thereabouts?

A. We would be required by the present day market conditions to pay 25% in cash.

Q. You would expect to have to pay the equipment trust certificates off in equal installments, over a period of ten years, would you not?

A. Ten or fifteen years, according to the negotiations accomplished.

[fol. 1095] Q. Has the Virginian Railway been able to make any equipment trusts on as favorable terms as 15 years, except its equipment trusts with the Government at the end of Federal control, with certain locomotives?

A. I think not.

Q. All of our other equipment trusts have been on the 10-year payment basis?

A. Yes, sir.

Q. Would you be compelled, also, in the case of either the electrification scheme, or the purchase of equipment, to pay compensation for getting the money for underwriting the loans, or placing the securities?

A. Oh, yes.

Q. That rate has run recently to about 8%, between 7 and 8% has it not?

A. Yes, sir.

Q. Mr. Huntington, the Virginia & Western Railway line is expected to develop other lands besides those operated by the Raleigh-Wyoming Coal Company, to serve a great many other mining companies, is it not?

A. Yes, indeed.

Q. Is it in contemplation to extend the Virginia & Western line down the Laurel Fork of the Guyandotte River and to the main Guyandotte River?

A. Yes, sir.

[fol. 1096] Do you know our friend Tams has lands on the Laurel Fork?

A. I have understood so, and in conversation with him at times he has recommended that we extend the Virginia & Western over into the Huff Mountains.

Q. He has urged the construction of that line?

A. Oh, yes, as well as the Guyandotte River branch.

Mr. Knight: That is all.

Mr. Scott: That is all.

(Witness excused.)

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Mr. Knight: I would like to be recalled and supplement the testimony that I gave yesterday.

Examiner Hunter: Very well.

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E. W. KNIGHT, a witness previously sworn and examined on behalf of the defendants, resumed the stand and testified further as follows:

Direct examination:

The Witness: I have been General Counsel of the Virginian Railway since its incorporation, and organization, as the Tidewater Railway Company in 1904. And before

that time I was General Counsel of the Deepwater Railway Company, which built, or started building what is now the [fol. 1097] Virginian Railway in West Virginia from the inception of the enterprise in the fall of 1902.

I participated actively in the negotiations mentioned in my testimony previously given for the leasing, first, of the Piney River & Paint Creek and the White Oak Railway Companies, and later in the negotiations for the purchase of these railways by the Chesapeake & Ohio Railway and the Virginian Railway, as I have stated.

The negotiations for the lease of the Piney River & Paint Creek Railway were initiated by the Virginian Railway Company from a desire to secure additional coal tonnage which was badly needed by the railroad at that time. The leasing of the White Oak Railway followed, as I have stated.

The purpose of the acquisition of these properties, first by lease, and then by purchase, was to secure or retain coal tonnage for shipment over the Virginian Railway, and not to benefit any coal operations upon these railways, or either of them, except as they would be incidentally benefited by securing coal tonnage, and certainly not to give any coal operations upon these railways or either of them, any preference or advantage over other coal operators.

That is all.

Mr. Scott: I have no questions.

(Witness excused.)

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[fol. 1098] Mr. Carmalt: Mr. Examiner, I assume that there is no objection to our asking leave to refer to the annual reports of the Virginian Railway on file with the Commission for the purposes of the brief?

Mr. Scott: I understand that is permissible under the rules is it not, your Honor?

Examiner Hunter: At least, if there is no objection either party can do it in this case.

Mr. Scott: We will have the same privilege?

Mr. Carmalt: Undoubtedly so.

Mr. Scott: May we also, Mr. Carmalt, refer to the annual reports of other defendants if we so desire?

Mr. Carmalt: I assume that may be done, under the rules.

Mr. Scott: You have no objection?

Mr. Carmalt: We should like to reserve the same right. I have no objection.

Mr. Scott: Of course, we may refer to the tariffs for checking up rate statements, etc. I assume that will be permissible, also?

Mr. Carmalt: Under the rules I assume that all compilations of rates are subject to the tariff check, because the rule itself requires the compilation shall show the tariff reference in order to simplify that very process. I have no objection to it. I am not expecting to find any inaccuracies in Mr. Williamson's statements.

[fol. 1099] With these matters — that is our case, Mr. Examiner.

Mr. Scott: We will have some testimony in rebuttal. Mr. Tams, if agreeable to everyone, would like to go on now so he can get away.

W. P. TAMM, JR., a witness previously sworn and examined on behalf of the complainant, was recalled and testified as follows:

Direct examination.

By Mr. Scott:

Q. I understood you to state that you have been familiar with the conditions in the New River District since about the year 1906 or 1907. Is that correct?

A. Yes sir, since about 1904.

Q. Are you a civil engineer?

A. Yes, sir.

Q. Have you personally been over the property of the Virginian Railway and the Chesapeake & Ohio Railway at Deepwater and made any inspection of the tracks and the general layout at that place?

A. I have made a general inspection.

Q. Can you state what the car capacity is of the present tracks?

A. About 200 cars, taking into account all the tracks.

[fol. 1100] Q. Have you made an investigation for the purpose of ascertaining to what extent, if any, the present tracks might be enlarged?

A. The tracks can be enlarged by extension eastward, which would also have the effect of making the tracks long enough to hold large tonnage trains. The tracks could also be increased in number by some grading work.

I might say here this yard lies in what Mr. Knight graphically described as a wide valley of the Kanawha, and some other witness described it as an impossible hillside. But, as a matter of fact, it is neither so wide as the first description nor so narrow as the second description. It is an average condition physically surrounding such yards.

Q. Even without regard to the width of the valley, I understood you to say that the tracks could be extended, in length, the present tracks?

A. Yes, sir.

Q. Could that be done without any unusual expense or encountering unusual engineering difficulties?

A. Yes, they could be extended for about 1,000 feet without encountering any undue grading difficulties.

Q. This extension of which you speak will accommodate how many additional cars?

A. They could increase the yard by about 140 additional cars by extension before hitting the mountainside in any [fol. 1101] difficult way for grading purposes.

Q. Are you familiar with what is known as the Piney Creek Branch of the Chesapeake & Ohio?

A. Yes, sir.

Q. Is it your understanding that the Piney Creek is the most important branch in the New River District, with respect to the volume of tonnage?

A. I think the allotment on the mines coming out via the Piney River & Paint Creek is as great, if not greater than any other branch of the Chesapeake & Ohio.

By Mr. Knight:

Q. I wonder if you meant to say just what you did? You said, "coming out via the Piney River & Paint Creek"?

A. No. I beg your pardon. I meant the Piney Creek Branch.

By Mr. Scott:

Q. Where does the Piney Creek Branch connect with the main line of the Chesapeake & Ohio?

A. At a point called Prince, but the yards which handle the output of that branch are a mile and a half farther east on the main line of the Chesapeake & Ohio at a point called Quinnimont.

Q. In what direction are the trains headed with the cuts of cars when they emerge from the Piney Creek Branch?

A. They come out in the same direction as the Deepwater yard, namely, to the east, and they travel on the eastbound track of the main line of the Chesapeake & Ohio [fol. 1102] up to Quinnimont yard, and then go into the yard.

Q. As I understand it, the tonnage coming off the Piney Branch goes partly eastbound and partly westbound?

A. Yes, sir.

Q. Would it be necessary in connection with this tonnage to do some drilling or classifying of the cars into eastbound and westbound trains?

A. Yes, sir; that had to be done at Quinnimont. It is possible to do a small amount of classification up on the Piney Branch at a point called Raleigh, but that is a very small amount, and all the mines between Raleigh and Prince have to be classified at Quinnimont.

Q. In connection with your tonnage which would move from the Virginian Railway mines to the Deepwater gateway, in what direction would all of that tonnage move?

A. All west, if the prayer in this petition is granted.

Q. There would be no necessity, then, as I understand it, for drilling the cars into eastbound and westbound trains at Deepwater?

A. That is my understanding.

Q. Are you familiar with the yards of the Chesapeake & Ohio at Thurmond?

A. In a general way, yes, sir.

Q. What direction are the trains headed coming out of the Thurmond Branch or the Loup Creek Branch, I should have said?

[fol. 1103] A. They head west, and then have to be passed east about one-half mile to reach the Thurmond yard. There is also some yard, I might say, for the Loup Creek work available on the south side, principally. The empties are handled there, and the loads on the regular so-called Thurmond yard on the north side.

Q. Taking your judgment as an engineer, and from your own personal observation, and knowledge of the conditions, would you say that the operation in connection with the interchange at Deepwater would be any more difficult or involve any greater difficulty than at Thurmond or at Quinnimont?

A. I do not think in certain respects it would offer as much, because using the tonnage estimate which we have, the tonnage would be less—there would be only the movement in one direction instead of two directions.

In respect of round-house, engine repair facilities, I understand that Deepwater is without those at the present time, and uses Page for that purpose. The Chesapeake & Ohio, however, has very good facilities of that nature 8 miles west of Handley, which is a large yard point.

Q. Is Deepwater a thickly inhabited community, or is it used practically as a railroad yard?

A. It is a very lonesome place when you are waiting there between trains for Virginian Railway passenger trains. I should not call it thickly inhabited, no, sir.

[fol. 1104] (Discussion off the record.)

By Mr. Scott:

Q. Would you consider the property in the yards at Deepwater as of any particular value other than for railroad purposes?

A. All of that particular property is of great value in the eyes of the owners when you want to buy it for railroad purposes, but its real value, no, it has no particular value.

Q. I believe that you stated that the Piney Branch was a very important branch, from the standpoint of coal tonnage?

A. Yes, sir.

Q. Have you any information as to the capacity of the tracks in the Quinnimont yard?

A. They will hold about 400 cars, on the same basis that the Deepwater yard has a capacity of 200 cars.

Q. Mr. Adsit stated, if I correctly understood his statement, that in his judgment the western outlet for the coal mines on the Virginian Railway would not have a tendency to increase the development of the mines.

Can you state what your own personal experience has been in connection with your mine at Tams, W. Va., which is served by both the Chesapeake & Ohio Railway and the Virginian Railway? That is to say, whether the western outlet has had a tendency or has enabled you to give that property a development which it otherwise would not have had?

A. We have been enabled at times when the other mines [fol. 1105] could not run for lack of markets, and we have run the straight Virginian Railway mines one or two days more per week in dull markets than we could otherwise have run them by taking the tonnage away from our Tams mine to the detriment of our stockholders of the Tams mine.

Q. Mr. Adsit expressed surprise that you did not ship all of your coal west over the Chesapeake & Ohio in view of the fact, I suppose, that you made some statements as to the desirability of the western market. What have to say about that?

A. We ship west over the Chesapeake & Ohio practically everything that we can, having regard to the fact that the Chesapeake & Ohio cars are not all available for western movement. Mr. Adsit will remember that, when he reflects.

Q. What have you to say as to the coal sold in the western market? Is it possible for you to sell some coal in the east that would not move into the western market?

A. The western market to which we particularly go demands a lumpy mine-run coal, and particularly absorbs screen coal, lump and egg. The eastern market at tide-water will take a softer and less lumpy coal than the west requires, especially in critical times.

Q. So that a part of your output, as I understand it, could not move to the western market?

A. Yes, sir. When we screen there is not a great market [fol. 1106] that we have for nut and slack in the west, but there is for lump and egg, which is used for domestic purposes, etc., in Chicago.

Q. It has been suggested by counsel and perhaps some of the witnesses that the western market is an overflow market. What have you to say as to those statements, from the standpoint of your own experience?

A. That has not been borne out by our experience.

Q. Has your market in the west been a steady market, or has it been a sporadic market?

A. It has been a steady market. We have not been able to supply it as fully as we would like to have.

Q. Is that an experience of the recent abnormal times, or does that experience range over a number of years?

A. That is our experience over a number of years.

Mr. Scott: I will state, Mr. Examiner, that we had, in connection with the intervening petition on behalf of a number of operators, prepared a statement showing the ratings, and some other information in connection with each of the companies, which the interveners did not bring out, which we think is pertinent to the case. In view of the fact that we cannot find that statement at the present time, Mr. Tams will go ahead and give that information.

The Witness: I can give the information, Mr. Examiner. It will just take a little bit longer. I will have to take up [fol. 1107] more time. I thought that I would save you and the other gentlemen a lot of time.

By Mr. Scott:

Q. To save time, Mr. Tams, I will ask you to make whatever comments you have as to the facts in connection with the various companies who appear as interveners in opposition to the complaint.

A. These companies that counsel, Capt. Avis, stated represented over 60% of the Virginian Railway tonnage, have a total allotment under the November 11 allotment of 800 cars, roughly, as he states. However, of that 800 cars daily allotment, 561.6 cars represent joint mines which did have the relief for which we pray, namely, the western market, in addition to joint car service. In other words, they have an advantage over the Gulf Coal Company and the other intervening complainants, and while I do not wish as a witness to argue the case like so many of these other witnesses have done, and counsel, still it does not appear to us that their interest is quite what their witnesses testified it to be. I think that Mr. Laing assumed to speak for all of them.

The 243.8 car daily allotment of the local shippers we would like to analyze.

The first one is the Slab Fork Coal Company, which is a local shipper. Mr. Caperton is also an operator on the

Chesapeake & Ohio, with mines on that railway aggregating [fol. 1108] about the same daily allotment as the Slab Fork Coal Company. With these mines he has access to the western market, and he also has access to this very desirable southeastern market, of which he speaks, and yet this insatiable southeastern market, which cannot be supplied, apparently, does not take all of his Chesapeake & Ohio coal. He yet ships some of it west, and he is enabled to do the small western business, which is all that he appears to wish to do with his Chesapeake & Ohio mines.

The Barkers Creek Coal Company is an intervener against this petition. This company is operated by Mr. Sullivan, who also has three mines on the Stone Coal, with a Chesapeake & Ohio outlet.

Q. The Stone Coal, Mr. Tams, is the branch which is operated under—

A. (Interposing.) Trackage agreement.

The Barkers Creek Coal Company coal is washed with a wet washery, and that process, as is well known by coal people, degrades the coal until it is without the lump necessary for the western market.

The Beckley Coal & Coke Company already has joint service and the western market.

The Crab Orchard Fuel Company has the western market.

The Cranberry Fuel Company has the western market.

The Dunn Loop Coal & Coke Company has the western market.

[fol. 1109] Q. When you say "has the western market," you mean they are joint operations on the Virginian Railway and the Chesapeake & Ohio?

A. Yes, sir.

The East Gulf Coal Company has a joint operation with respect to Nos. 3 and 4 mines, and No. 5 mine will be established when the officials of the Virginian Railway remember whether there is a contract and go over there and supply that information. We are without that now.

The Glencoe Coal Company is a straight Virginian Railway mine, controlled by Mr. Snyder, who has access to the western markets with his other mines.

Q. On the Chesapeake & Ohio?

A. On the Chesapeake & Ohio.

The Harty Coal Company is in the same situation as the Barkers Creek Coal Company.

The Lillybrook Coal Company has joint service west via the Chesapeake & Ohio.

The Long Branch Coal Company, controlled by Mr. Snyder, lies between the Chesapeake & Ohio station of Carlisle and Weirwood, between which points the Chesapeake & Ohio has trackage rights, I understand, over the Virginian Railway.

(Discussion off the record.)

The Long Branch Coal Company, lying between the Weirwood operation and Carlisle would seem to me to be able to secure joint service, and I do not quite understand [fol. 1110] why it has not so far gotten it.

The Lee Coal Company I cannot speak to. I do not recall that company now under that name. I think, however, it is on the Glen Jean.

Q. There is a Lee Coal Company on there?

A. Yes, sir.

The Lick Fork Colliery Company is a straight Virginian Railway mine.

The McKell Coal & Coke Company operates several mines on the Kanawha, Glen Jean & Eastern, the same interest owning the mines and the railway. They have access to the western market now via the Chesapeake & Ohio and take advantage of it.

By Mr. Bell:

Q. At a differential over the district rate.

A. Yes, sir. But they go there.

By Mr. Scott:

Q. That is a differential of 15 cents. Is that your understanding, Mr. Tams?

A. That is my understanding. I think it is worth it to them by the fact that they do their own car allotting and their own car supplying, as the Virginian Railway officials probably know, and they juggle those cars over there to their own advantage.

Q. That is the road about which some mention was made the other day being now before the Commission?

[fol. 1111] A. Yes, sir.

The Mabscott Coal & Coke Company has joint Chesapeake & Ohio service now.

The Micajah-Pocahontas Coal Company is a very small operation, which was started and controlled by Mr. Taylor, who testified yesterday, and who was for 18 years, a Virginian Railway official, but no longer, of course.

The Monticello Smokeless Coal Company is a straight Virginian Railway operation.

The Mead-Pocahontas Coal Company is in the same position as regards ownership as the Barkers Creek Coal Company, and is controlled by Mr. Sullivan, who has three mines already with a Chesapeake & Ohio outlet.

The New River Collieries Company at Eccles has a joint Chesapeake & Ohio movement west.

The Pickshin Coal Company is one of Mr. Sullivan's operations, enjoying the joint Chesapeake & Ohio market west.

The Prince Wick Coal Company enjoys a joint Chesapeake & Ohio movement west, and is controlled by Mr. Snyder.

The Pemberton Fuel Company has a joint movement west.

The Raleigh-Wyoming Coal Company, whose General Manager testified yesterday, and I do not know whether he knows it, but Mr. Hyams, I think, is the controlling factor in that company. Mr. Hyams is also interested in the Virginian Railway, and we make no allegation of any improper motive, but I would like to say that it would be [fol. 1112] natural that his mine was opened to go to the east, and the same interests are largely interested in a large distributing company in New England, a distributing company of coal.

The Sabine Collieries Corporation is owned by the Virginian Railway, and operated in Richmond, and used simply to produce fuel for the power plant of the company in Richmond and Norfolk and its output is shipped east for that purpose, and they are not interested, otherwise, I imagine.

The Stuart Colliery Company has joint Chesapeake & Ohio service to the west.

The Smith-Pocahontas Coal Company is a local Virginian mine controlled by Mr. Sullivan.

The Thermo-Pocahontas Coal Company is a local Virginian Railway mine, and the same interests control the Beckley Smokeless Coal Company, which has joint Chesapeake & Ohio rates west and does its western business from that company.

The Tommy Creek Coal Company is controlled by Mr. Sullivan and has a joint Chesapeake & Ohio movement west.

So has the Wood-Sullivan Coal Company.

The E. E. White Coal Company in both its mines has joint Chesapeake & Ohio service west.

The Willis Branch Coal Company is not now producing coal, having been literally shot off the map in the labor disturbance a year or two ago.

[fol. 1113] The White Oak Fuel Company has joint Chesapeake & Ohio service west.

The Winding Gulf Colliery Company has two mines on its property, one on the Chesapeake & Ohio Winding Gulf Branch, and one on the Virginian Railway's Winding Gulf Branch. These two mines are connected underground and coal can be taken up the shaft of the Chesapeake & Ohio mine or to the slope of the Virginian Railway mine at will which, in my estimation, practically makes it a joint mine. At any rate, that colliery has access by one of its mines to the western market.

The Raleigh Coal & Coke Company has joint Chesapeake & Ohio service to the west.

The Pemberton Coal & Coke Company has a local—has three local Virginian Railway mines, but the Affinity mine is so located physically, that it can be a Chesapeake & Ohio connection with a comparatively small cost, and was laid out with that in view.

By Mr. Knight:

Q. It has not that connection at the present time?

A. No, sir, but it is possible for it to get a joint rating, which gives it extra coal cars over local mines, and it has its layout made with that in view, although it has never put it in.

Q. It does not get that extra rating at the present time?  
[fol. 1114] A. No, sir.

By Mr. Scott:

Q. Did you give the number of joint shippers that joined in that intervening petition?

A. Twenty-one joint shippers and I think eighteen single shippers.

Q. Yesterday Mr. Laing, speaking for all of the intervening petitioners against the complaint, in general, and specifically for the MacAlpin Coal Company and the E. E. White Coal Company, after calling attention to the fact that the Virginian Railway shippers had access to the tide-water market, made this statement: "That is all we care anything about." Have you any information as to whether Mr. Laing at his MacAlpin mine has ever taken advantage of the Western Chesapeake & Ohio outlet, and if so, to what extent?

A. I think Mr. Laing, and reference will show, ships half of his coal by the line which he affects to despise so much, the Chesapeake & Ohio.

Q. Have you prepared a statement showing what percentage of that Chesapeake & Ohio Railway tonnage from Mr. Laing's mine at MacAlpin moves into the western market?

A. Yes, sir, I have from January, 1921, by months, up to and including September, of 1922.

Q. What is the source of your information?

A. The monthly report sheets from the Thurmond office [fol. 1115] of the Chesapeake & Ohio.

Mr. Scott: Mr. Examiner, we offer the statement referred to in evidence as Complainant's Exhibit No. 54.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 54, Witness Tams, Jr." and the same is forwarded herewith.)

By Mr. Scott:

Q. That statement also gives the same information for the Stokesbury, W. Va., mine, of the E. E. White Coal Company, does it not?

A. Yes, sir.

Q. Will you state briefly what that exhibit shows?

A. It shows that during the time in question the Mac-

Aplin mine shipped 60.4% of all of its Chesapeake & Ohio tonnage to this highly competitive unnatural western market; 21.9% inland east, and 17.7% to tidewater.

It shows that the Stotesbury mine of the E. E. White Coal Company shipped 49.2% of its total Chesapeake & Ohio tonnage to inland west points.

In the month of May, 1922, for example, the MacAlpin mine shipped 13,390 tons inland west against 2,370 tons inland east.

In February, 1922, which was one of the months in which I testified we were unable to obtain a reasonable price in the east, but could obtain a better price in the west, Mr. Laing [fol. 1116] unquestionably found the same experience, because he shipped 24,230 tons inland west, and 2,030 tons inland east, via the Chesapeake & Ohio.

Q. Have you any further comment on that exhibit?

A. I think it speaks for itself.

Q. Mr. Laing also stated, if I understood him correctly, that he had a financial interest in the coal mine of the E. E. White Coal Company located at Glen White, W. Va.?

A. Yes, sir.

Q. Have you worked up a similar statement covering the Glen White operation?

A. I did not, because the Glen White does not screen its coal. It is a preparation largely used for the western market, and is a more friable coal, which does not go as well in the west, but more properly goes to the tidewater, and they use Stotesbury more for their western business. Stotesbury, therefore, is a fairer reflection of a mine which is in a position, by reason of its product to ship to the west.

Q. From the character of coal it would not be your judgment that coal from the Glen White mine would be shipped to the western markets in any considerable quantity?

A. Not to the large proportion that the Stotesbury would.

Mr. Scott: That will be all.

Mr. Knight: That is all.

(Witness excused.)

[fol. 1117] Examiner Hunter: We will take a recess until 2.30 p. m.

(Thereupon, at 1.00 o'clock p. m., a recess was taken until 2.30 o'clock p. m.)

## After Recess

(Met at 2.30 p. m. pursuant to the taking of a recess.)

Examiner Hunter: Proceed, gentlemen.

Mr. Knight: I will recall Mr. Traugott.

A. M. TRAUGOTT, a witness previously sworn and examined on behalf of the defendants, was recalled and testified as follows:

Direct examination.

By Mr. Knight:

Q. Have you any agreements pertaining to the connection with the Virginian Railway of the mines known as Helen No. 3 and Helen No. 4? If so, will you file them?

A. Yes, sir.

Mr. Knight: We offer as Exhibit No. 55 an agreement between the United States Railroad Administration, by [fol. 1118] C. H. Hix, Federal Manager of the Virginian Railway, and the East Gulf Coal Company, dated May 17, 1919, covering the track connection of the East Gulf Coal Company with the Virginian Railway.

And as Exhibit No. 56, an agreement dated November 29, 1919, between the Chesapeake & Ohio Railway, the Virginian Railway, and the East Gulf Coal Company pertaining to the same track connection, isn't it, Mr. Traugott?

The Witness: That agreement covers the operation of the signals for the Chesapeake & Ohio crossing.

Examiner Hunter: They will be received in evidence.

(The papers referred to were received in evidence, marked "Defendants' Exhibits Nos. 55 and 56, Witness Traugott," and the same are forwarded herewith.)

Mr. Scott: Mr. Knight, the East Gulf Coal Company is the proprietor of Helen Mines Nos. 3 and 4. Is that the idea?

Mr. Knight: Yes.

By Mr. Knight:

Q. The track connection between the East Gulf Coal Company's Helen Mines Nos. 3 and 4 and the Virginian Railway

was then put in under the United States Railroad Administration?

A. Yes, sir.

Q. And prior to the agreement between the two railroad companies and the East Gulf Coal Company regulating the [fol. 1119] method of crossing the Chesapeake & Ohio tracks?

A. Yes, sir.

Q. You were acting chief engineer of the Virginian Railway under the Federal control at the time this connection was made?

A. Yes, sir.

(Discussion off the record.)

Mr. Knight: That is all.

Cross-examination.

By Mr. Scott:

Q. I think it is shown on the record, the Chesapeake & Ohio has a direct connection with the East Gulf Coal Company's track. That is correct, isn't it?

A. Yes, sir.

Q. The Chesapeake & Ohio Railway, in serving Helen Mines Nos. 3 and 4 does not go over any tracks of the Virginian Railway?

A. No, sir.

Q. The Virginian Railway does operate for a short space—

Mr. Knight (interposing): Fifteen feet.

By Mr. Scott:

Q. (continuing): —over the tracks of the Virginian Railway?

A. Of the Chesapeake & Ohio, you mean?

Q. Of the Chesapeake & Ohio.

A. Yes.

Q. I think your counsel stated what that distance was but—

[fol. 1120] A. (Interposing.) I think it is between 12 feet and 15 feet. The contract called for 15 feet, but I

think the actual measurement on the ground shows that it is about 12 feet.

Mr. Scott: I think that is all.

Redirect examination.

By Mr. Knight:

Q. Are these the only contracts relating to mines of the East Gulf Coal Company that you find?

A. No, there is a contract for Helen Mine No. 5. That is, the mine track agreement.

Q. Just the usual mine track agreement?

A. Yes, sir.

Q. You have in your files no contract purporting to give the Chesapeake & Ohio a right to cross the Virginian Railway to reach Helen Mine No. 5?

A. No, sir.

Q. And the Chesapeake & Ohio does not reach, nor serve Helen Mine No. 5 at the present time?

A. No, sir.

Mr. Knight: That is all.

Recross-examination.

By Mr. Scott:

Q. Do you know whether there was ever an agreement for the Chesapeake & Ohio Railway to use the Virginian Railway tracks?

A. Not to my knowledge. It is not of record.

[fol. 1121] Q. You have searched your records for such a contract and found no such contract?

A. I have charge, generally, of the making of the contracts from the Norfolk office. That is, prepare them.

Q. I understand that you are going to make another search, and if there is such a contract that you will produce it?

A. Yes, sir.

Mr. Scott: That is all.

(Witness excused.)

Mr. Scott: I will call Mr. Williamson.

E. E. WILLIAMSON, a witness previously sworn and examined on behalf of the complainant, was recalled and testified as follows:

Direct examination.

By Mr. Scott:

Q. Mr. Williamson, in the interest of saving as much time as possible, will you proceed to make whatever statements you have to make in rebuttal of the testimony of the various witnesses?

A. Yes, sir.

I will say that in what is known as Docket I. & S. 774 I was chief traffic witness for the coal operators in Virginia, Kentucky, Tennessee, West Virginia and parts of Maryland.

[fol. 1122] That included the New River operators and Chesapeake & Ohio, and operators on the Norfolk & Western and the Pocahontas District, and the Clinch Valley District; and in the preparation of testimony for that case I went down into the fields.

Prior to that time I had been in the fields of the other roads, and generally prepared myself to testify in that case as to the origin of the traffic, as to its destination, as to the channels into which it moved, and as to the development of the traffic, increase or decrease, and, in a general way, familiarized myself with the situation.

I might say that prior to doing that my connection with the railroads for many years—the first time I can recollect is 37 years ago, when I was handling rates on coal. At that time the Queen & Crescent Route served three very important fields. I was connected with that road for a number of years, and made rates on coal, and familiarized myself with the currents of traffic, and the direction from the markets, and fixed the rate with relation thereto.

The Queen & Crescent Route served the Tennessee and Kentucky fields and the Alabama fields.

I will state that since 1904 I have been handling matters with relation to coal from the Kanawha and the New River districts.

[fol. 1123] By Mr. Carmalt:

Q. Can't we save a little time if we admit that you have been very active in the study of coal rates in all of that period?

A. With a little more than coal rates; the general direction of the traffic, whether the volume of traffic increased or had not—

Q. (Interposing.) I do not want to get in an argument, and I do not want to question your qualifications, because I think they are very well known to the Commission, but I do not understand that there is any necessity of going into all of that, and in the interest of saving time I will admit that you have been very active in that sort of thing.

A. It was testified here that the Chesapeake & Ohio was congested at times, and that the Virginian Railway traffic would have to move through a congested district, through the Kanawha fields on to the west, and the New River traffic has to move through that congested district.

I want to point out, however, on Complainant's Exhibit No. 11, that the New River District of the Chesapeake & Ohio, the western boundary of it is at Gauley. The Gauley gateway is open for the New River coal traffic of the Chesapeake & Ohio. There is a bridge leading to the Chesapeake & Ohio at Gauley across to the Kanawha & Michigan, so that the New River coal, to a very substantial territory of destination, could move by the open route through Gauley with the Kanawha & Michigan connections. If the Chesapeake & Ohio elects to take its long haul on it, which is very proper, that is another matter, but in the interest of the distribution of the coal traffic serving the western markets, and the western public, the movement could leave the Chesapeake & Ohio at Gauley.

By Mr. Scott:

Q. Mr. Williamson, do you know whether, as a matter of fact, the coal does move at the present time from the New River District through the Gauley Gateway, and whether or not joint through rates apply through that gateway to a very considerable territory?

A. I do know that for a fact.

Q. On the same basis as the straight Chesapeake & Ohio New River District rate?

A. Yes, sir. That is a fact.

The Chesapeake & Ohio also has a connection with the Kanawha & Michigan Railroad at Charleston. There is a bridge crossed at Charleston, which the Chesapeake & Ohio Railway owns. In times past a great deal of coal has moved via that route in connection with the Kanawha & Michigan. If the district west of Charleston is congested, the Charleston route would be open, and again, if the Chesapeake & Ohio prefers its long haul and wants the revenue from it, it is but natural that it retain it, but I want to point out that in the interest of serving the public promptly and in the interest of relieving congestion at such times, that [fol. 1125] there are open routes that the traffic from the New River District of the Chesapeake & Ohio can take in serving the west.

Q. Would those routes also be available for use in returning the cars to the field?

A. Yes, sir, they would be available. The Virginian Railway traffic could move out either via Pemberton and thence Chesapeake & Ohio and Gauley, and the Kanawha & Michigan, or the traffic from the Virginian Railway that moved via Deepwater, and there was a congestion west of Charleston, could leave the Chesapeake & Ohio at Charleston.

The argument for more coal traffic to go over the Chesapeake & Ohio Railway might be applied equally to the traffic that the Chesapeake & Ohio Railway originates at tidewater to the westbound traffic, general traffic, that it handles. All of that traffic to the west passing through this district just adds that many trains, that many more cars for it to handle. There would be just as good reason that the Chesapeake & Ohio should desire to selfishly handle that westbound merchandise, all general merchandise merely in the interest of its present coal tonnage as to insist that there should be an increase of the coal tonnage, but I understand from Mr. Hotchkiss that the Chesapeake & Ohio has made provision to lengthen the sidetracks and add to its facilities and is purchasing 50 Mallet locomotives, [fol. 1126] which will help out the situation very materially.

There has been considerable mention made of the market in the Southeast for 7,000,000 tons of coal. It is true that there is a very substantial market in the Carolinas and in

the Southeast, but it is also true that that is a very highly competitive market.

By Mr. Carmalt:

Q. You are not qualifying as a market expert.

A. I am testifying to what I know to be a fact.

Q. All right; go ahead. I just wanted to be sure that you were confirming yourself to facts.

A. Yes, sir; that is what I am doing.

It is a very extensive market. That is a very conservative statement. It is a highly competitive market.

The Southern Railway mines are active competitors for that business, and the mines of the Carolina, Clinchfield & Ohio also in southwestern Virginia are active competitors. The Norfolk & Western Railway mines, as well as the Chesapeake & Ohio, and the Virginian Railway mines—that territory is highly competitive. And the Virginian Railway mines did not merely go down there without meeting all of that competition. It cannot go down there as an unbroken field, new field for marketing its coal. It has to meet the competition of the mines on all of these lines that [fol. 1127] I have mentioned.

I also mentioned the fact that the mines on the Louisville & Nashville compete in that territory. I understood Mr. Adsit to say, and if I am not correct, I want to be corrected, that the rates from the group of mines east of Pittsburgh to the west were made on the combination, if I understood him correctly. Am I correct in that?

Mr. Adsit: That was my statement.

The Witness: I call attention to the fact that the records do not bear out that statement.

I direct the Examiner's attention to the map inserted in Volume 46, I. C. C. Report, opposite of page 158, and the part of the Commission's opinion in what is known as I. & S. Docket No. 774. That map shows the coal rate groups.

By Mr. Carmalt:

Q. Is there a statement of the fact in the record in that case?

A. Yes, sir.

Q. Completely?

A. Yes, sir.

Q. Why not let it go at that?

A. I want to just briefly preface my remarks, if necessary, to answer Mr. Adsit.

The yellow grouping shown on this map is what is known as the Outer Crescent.

The blue grouping is the Inner Crescent, and the dark [fol. 1128] brown just to the south of Pittsburgh was what was known as the Connellsville field, and the red grouping was the Ohio field.

It will be observed that the Outer Crescent consisted of the Cumberland and Piedmont group, which took in the territory as far as there was coal mined, eastward on the Baltimore & Ohio, right up to Cumberland.

The Myersdale group is shown.

The Altoona group is shown, taking the coal territory clear to the ridge of the Alleghany Mountains on the Pennsylvania Railway.

Now, from the Cumberland-Piedmont group to the Myersdale group, and from the Altoona group westbound there were joint through rates, not combination, but differentially related to the rate from the Inner Crescent, or what is shown on this map as the blue grouping.

As to the Westmoreland field, I believe Mr. Adsit mentioned that is a grouping eastbound. Westbound it is not called the Westmoreland field, but what is shown in this map in dark brown as the Connellsville District covers westbound and a very substantial portion of what is the Westmoreland District eastbound.

In this I. & S. Docket No. 774, the Connellsville operators asked for the Pittsburgh rates from the Connellsville field to the west. The Commission in that case ordered the [fol. 1129] carriers to move the Pittsburgh District east and take in the Connellsville field at the Pittsburgh joint through rates, and a very substantial portion of what was the Westmoreland field, eastbound, and to make the Pittsburgh rates to the territory on the west of the Sandusky-Gallion line, shown in blue, from Sandusky to Gallion, to be the Pittsburgh rate, and then that line was extended to all territory west of that line, extending south to the Ohio River, and that territory was to have the same rates as Pittsburgh, not the combination of locals on Pittsburgh, but it was 15 cents over Pittsburgh at that time, and the Commission wiped out the difference.

The Commission fixed the differential to Cleveland at 6 cents, Connellsville over Pittsburgh, to the Youngstown District it fixed it at 8 cents, so that we have a situation with reference to the mines in the Outer Crescent whereby the coal moved either east or west, not on combination rates, but on joint through rates in that case.

Q. What was that differential of the Outer Crescent that was approved there?

A. The Commission did not disturb the differential as existed over the Inner Crescent. They fixed the Inner Crescent, the blue groupings, at 40 cents a ton over the Ohio mines, which are shown on this map in red.

Q. What was the differential as between the Inner and [fol. 1130] Outer Crescent?

A. It varied, as Mr. Hotchkiss said, from 10 cents to 20 cents a ton. Fifteen cents a ton to Chicago, but Cincinnati and the Gas Belt, and up as far as Dayton, I think it was 10 cents a ton.

To Michigan, 20 cents a ton over the Inner Crescent, as shown in the blue grouping on this map.

By Mr. Scott:

Q. The only change made in the groupings in that case were to put Connellsville into the Pittsburgh District to the destination west of the Sandusky-Gallion line. Was not that correct?

A. That is true.

Q. All the other groupings were preserved, were they not?

A. All the other groupings were preserved.

That case arose because the Ohio mines were complaining that in recent years the tonnage from West Virginia had been increasing at a more rapid rate into the consuming territory north of the Ohio River than had the tonnage from the Ohio mines, and that the Ohio mines, finding it difficult to market their coal as against this competition, particularly from West Virginia—it is true that they also stressed the competition from the Pittsburgh District, but the burden of their complaint was against the rapidly increasing tonnage from the West Virginia mines. The carriers issued through rates from the Inner Crescent 40 [fol. 1131] cents per ton higher than from the Ohio mines,

in lieu of rates that were 25 cents per ton higher, and the Commission suspended those rates, and that became the case known as I. & S. Docket No. 774.

I went into the whole situation, taking in the whole territory, and during my investigation I did find that there had been a rapid increase of the tonnage from the West Virginia mines to the territory, Central Freight Association territory, and it represented a greater percentage increase than the increase from the Ohio mines.

I found that there was Pocahontas tonnage that had been increasing to this territory. I found that the New River tonnage had been increasing.

I found that there was a steady market for the New River tonnage and for the Pocahontas tonnage in Central Freight Association territory, and that there had been a constant increase of that tonnage.

I prepared statistics (the carriers furnished them), and introduced them as exhibits in that case, showing that tonnage, separating the tonnage that went east and the tonnage that went west, and I want to say that the matter of tonnage from Pocahontas and the matter of smokeless fuel from the New River field into that Central Freight Association market is not a spasmodic movement; it is not that that market in Central Freight Association territory [fol. 1132] is an overflow market, but there was a gradually and increasing movement of tons from the New River field, and from the Pocahontas field of that smokeless coal into that territory, year after year, showing conclusively that there was a demand, and an increasing demand in that territory.

In response to one of the questions, Mr. Adsit made the point that there was no movement, or some other witness said that there was no movement of coal from Ohio to West Virginia. That is very true, because the character of the coal in West Virginia is superior to the coal in Ohio, and the Ohio mines were complaining against the coal moving from West Virginia mines right through the Ohio coal fields with only a 25-cent differential over the rates from Ohio from the Inner Crescent, and that even that—on that basis they could not keep up competition successfully with the West Virginia mines in the Inner Crescent, and also the Outer Crescent.

So the carriers, in an attempt to satisfy the complaints of the Ohio mines, increased that 25 cent differential to 40 cents.

Now, it stands to reason if the Ohio coal, being of an inferior grade to the West Virginia coal, if it was having a hard time holding its own in the Central Freight Association market against a rate 25 cents a ton higher from the Inner Crescent, and it was increased to 40 cents, that [fol. 1133] that inferior Ohio coal could not move in the southeasterly direction into West Virginia, into a field where they had a superior coal, and in which the superior coal was already moving right through the Ohio coal fields on into this market in the Central Freight Association territory.

I would point out that the Norfolk & Western Railway reaches Columbus, Ohio, with its rails. There it delivers coal to the Pennsylvania; there it delivers to the Big Four. The Chesapeake & Ohio, in connection with its line reaches Columbus, and there the coal is delivered to the Pennsylvania and the Big Four to diverging lines.

The Pennsylvania Railway has mines on its line.

The Big Four has mines on its line.

And well might the operators on the Pennsylvania Railway, or on the Big Four Railroad object to the coal leaving the terminus of the Norfolk & Western Railway at Columbus, and going into the territory, onto the rails of the Big Four, and reaching the markets that are also reached by the mines that are on the Big Four, or leaving the rails of the Norfolk & Western at Columbus, the operators on the Pennsylvania Railway might well complain against coal coming off the Norfolk & Western Railway onto the rails of the Pennsylvania Railway, when the Pennsylvania Railway has rails direct from their mines to the markets in Central Freight Association territory.

[fol. 1134] Q. You say they might well complain. You do not mean by that that they would have a justifiable complaint, do you?

A. No. I was just going to complete the sentence. They might well complain with just the same amount of reasonableness as if the operators that appeared here as interveners would complain that the Chesapeake & Ohio

should not take coal from the Virginian Railway at Deepwater and reach the western market.

By Mr. Carmalt:

Q. You never heard the Pennsylvania Railway or the Big Four did complain of making that adjustment, did you?

A. I do not know that they ever did complain. I think they took a little broader view. I think they were a little more in the public interest than that.

Mr. Carmalt: That is all.

The Witness: I do not believe they ever conceived the idea of a one-ended railroad.

I want to point out that the line going east and west, in serving the coal territory, did not confine them in one direction, but adjusted the joint through rates in both directions, so that the public west and east could be served.

I would also call attention to the map which the Commission published in the Lake Cargo Coal case, 46 I. C. C. 159, opposite of page 160, which shows the territory from which the lake cargo coal rates are published, joint through rates, [fol. 1135] and that takes in the same territory, takes in the Altoona territory, the territory as far east as they have coal on the Cumberland—on the Baltimore & Ohio—the Myersdale District.

I would also like to point out that the Pittsburgh & Lake Erie Railroad, which goes to Youngstown from Pittsburgh, now a part of the New York Central System, that there is coal mined on that line in the Pittsburgh District. Its line extends also down to Connellsville, and it has the joint rates westbound, and then it joined in joint rates eastbound, in connection with the Western Maryland Railroad, so we find this whole coal rate structure, where there are both east and westbound rates, and the terminus of the Pittsburgh & Lake Erie was at Connellsville, the Western Maryland Railroad coming up that far, and we have the passing of those two end roads, where the business of one goes west over the other, and the business of the other goes east over the other; just the reverse of the situation that we have with reference to the Virginian Railway.

By Mr. Carmalt:

Q. That was a voluntary arrangement?

A. I think in the interest of the public.

Q. Whatever it was, whatever the interest was, it was a voluntary arrangement?

A. Oh, I think so; I think so. I think this should have been done long ago.

[fol. 1136] Based upon my experience of some 37 years, both with the carriers and as representing the coal operators and as representing coal roads, I must differ with my friend, Mr. Adsit, as to the effect of opening up the Virginian Railway mines to the west. The whole history of the development of the coal in the Inner Crescent and the Outer Crescent is that there is a constantly increasing movement in both directions. The industries in the Central Freight Association territory are expanding. The industries in the east are expanding. The public utilities are increasing. The population is increasing, so that we have, and history shows it, and statistics show it—they show that there is a constant increase, both eastbound and westbound, and there is a constant increase, eastbound and westbound of the coals between these respective fields that I have shown here in the Inner and the Outer Crescents.

The movement is not an increasing movement eastbound from Ohio because there has practically never been any movement there. I gave the reasons why there could not be the movement.

Q. Because there are no rates?

A. It would be a vain thing to put in a rate from a section, from mines complaining that they could not get to Toledo on a reasonable competitive basis with West Virginia, and then say at the same time that they wanted a rate [fol. 1137] from their mines down into West Virginia, when they were claiming that the West Virginia coal was superior, and for that reason were asking a higher differential from West Virginia than was then existing.

Q. You say it would be a vain thing. You mean vain in what respect?

A. It would be more than useless.

Q. Do you mean that it would not move any coal, or would not be effective with the Interstate Commerce Commission?

A. Would not move any coal.

By Mr. Scott:

Q. You mean it would be paper rates?

A. Yes, paper rates. Just merely be a waste of time.

By Examiner Hunter:

Q. You do not know of any request for such rate, either?

A. I have never known of a request.

Mr. Carmalt: I think we can point out a good many to your Honor at the appropriate time.

The Witness: Mr. Adsit expressed it as his opinion, I believe, that the rates from the New River and the Pocahontas districts were less than reasonable rates. Am I correct in that, Mr. Adsit?

Mr. Carmalt: Oh, no.

Mr. Adsit: I didn't get you.

The Witness: I understood you (I may have been mistaken to express the opinion that the rates from the New River and Pocahontas fields to the Central Freight Association [fol. 1138] territory were less than reasonable rates.

Mr. Carmalt: No. The exact language that Mr. Adsit used was this:

"They are, in my judgment, lower than the Commission should prescribe as maximum rates. They are probably remunerative to the Chesapeake & Ohio and the Norfolk & Western, but they are forced to a low level to permit the coals that move on them to meet the competition of short-haul coals they meet in that highly competitive territory."

The Witness: All right.

In that connection, I want to file this as Exhibit No. 57.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 57, Witness Williamson," and the same is forwarded herewith.)

The Witness: In the Five Per Cent Case the carriers increased the rates from the New River District and from the Pocahontas District on coal to Central Freight Association territory, the territory of destination covered by this complaint, and the Commission suspended those rates, along with many other rates, and its decision in the original Five

Per Cent Case, and in the supplemental report in that case is contained in Exhibit No. 57, and it speaks for itself.

[fol. 1139] I would merely call attention to the expression of opinion by the Commission, as follows:

"The prevailing rates are remunerative, and the financial condition of the principal bituminous coal carriers is in marked contrast with that of many of the other carriers in Official Classification territory. Twice in the not distant past the rates on bituminous coal have been increased 5 cents a ton, and would seem now to be as high as may fairly be allowed."

It is true that along with the Federal control these coal rates were increased the amount prescribed by the Director General. They were under the 40% increase ordered by the Commission, and they were then decreased under the recent order of the Commission, but it is the rate structure as spoken of in the Commission's report, as recorded in Exhibit No. 57, that bore these increases and decreases, and substantially, there was no change in that rate structure as of the time of the Commission's opinion in the Five Percent Case other than the increases under the Director General in the 40% increase, and the 10% increase.

There was, at the time of the hearing, and while that hearing was going on in I. & S. Docket No. 774, a general increase of 15 cents per ton on coal from the Inner Crescent and from the Outer Crescent and from the Ohio fields, [fol. 1140] as well, to the west and also to the east.

By Mr. Scott:

Q. Does that complete your statement?

A. Just a minute.

There is no smokeless coal in Ohio.

There is no smokeless coal in Indiana.

There is no smokeless coal in Illinois.

There is no smokeless coal in Michigan.

For certain purposes, the smokeless coals are superior to the high volatile coals.

There being a demand in the Central Freight Association markets for smokeless coal for those uses, the Central Freight Association market is just as much a natural market for smokeless fuel from the New River field and

the Pocahontas field as the east is a natural market for coals from the Pocahontas and New River fields.

I think that completes my statement.

Mr. Scott: You may cross-examine.

Cross-examination.

By Mr. Carmalt:

Q. Mr. Williamson, in speaking of the rates from the Chesapeake & Ohio New River District over the Kanawha & Michigan through Gauley and through Charleston did you state there were rates at both points?

A. I said there were rates via Gauley.

Q. Both points, or via just Gauley?

A. Via Gauley. There were formerly—Charleston was [fol. 1141] open.

Q. That has been withdrawn?

A. I was going to say as far as the Chesapeake & Ohio has withdrawn that. I did not know that there was an open route that way. A great deal of coal moved that way. I take it, in order to relieve the congestion the Chesapeake & Ohio could open it up very quickly.

Q. I wanted to know whether you knew or whether you did not know that those rates were established in connection with the Kanawha & Michigan at the time when the Chesapeake & Ohio owned an important interest in the Kanawha & Michigan?

A. They did at one time.

Q. I asked you whether or not you knew the rates were the same.

A. I knew they were at that time. Whether they have withdrawn them since then I do not know, but I do know that the Chesapeake & Ohio owns the bridge. There is a connection there. If their route is congested west of Charleston, it is a matter—

Q. (Interposing.) I do not doubt there is a route. I just wanted to know when it was established.

A. Yes.

Mr. Scott: You are speaking of Charleston?

Mr. Carmalt: Any rates made from the Chesapeake & Ohio New River District over the Kanawha & Michigan [fol. 1142] to Central Freight Association territory via

either gateway, and the witness says he knows they were established while the Chesapeake & Ohio had an important ownership in the Kanawha & Michigan.

By Mr. Scott:

Q. Isn't it a fact that the rates still apply through Gauley?

A. Yes.

Mr. Carmalt: I understand so.

The Witness: Yes. That is an open route and the rates are in via that route.

By Mr. Bell:

Q. Do you know that the Chesapeake & Ohio has not used the other routes to which you referred during times of stress?

A. The Gauley route,

Q. Any of the other routes.

A. I know they have used the Gauley route.

Q. And notwithstanding the fact that they used it, the line was congested. Is that true?

A. That has only been since the shopmen's strike, and the motive power of the other line, the Kanawha & Michigan, was in bad shape, as well as the Chesapeake & Ohio, as a result of that strike. I take it that today the Kanawha & Michigan road may be and is cured, because the mines on that line opened up after they had been down for many months, and I rather take it that in the curtailed state of [fol. 1143] equipment on that line, that possibly it could not haul as much coal as the Chesapeake & Ohio could deliver to it at Gauley at the present time as under normal conditions.

Q. Do you know, as a fact, that the shopmen's strike has been the only time when the Chesapeake & Ohio has been congested going west via any of the routes to which you have referred?

A. I would not say that, no.

Q. You do not dispute the testimony of Mr. Higgins that the Chesapeake & Ohio going west has been frequently congested in the past, nor the testimony of Mr. Laing that that route going west is now taking about as much coal

as it can take, notwithstanding that you said that occasionally they use these other routes?

A. They are not using the Charleston route at all.

The Gauley route is open. The coal was moving via, and did move via that route until the Kanawha & Michigan, owing to the shopmen's strike and other conditions at the present time, which are absolutely abnormal, temporarily could not accept any more.

I was talking of a normal situation, and they have, and as I testified, I understand from Mr. Hotchkiss that it was the purpose of the management to improve generally their line of road, and increase the side-tracks and yards and to handle a larger movement of business.

[fol. 1144] Then I infer from your testimony that in your judgment the Chesapeake & Ohio is not doing everything possible to move this freight westbound?

A. I think they are doing everything possible today with their tracks as they are. I do not say but what they ought to have more tracks. I do not say but what they ought to have more motive power. I do not say but what their yards ought to be increased, but why all of those are sufficient reasons as to why this Virginian Railway—

Q. (Interposing.) That is a matter of argument. We will argue that later.

Just one more question.

Apropos of your statement regarding the reasonableness of some of these rates, do you regard the present rates from the Kanawha District to this territory as reasonable rates? "Yes" or "no" can answer that question.

A. Never mind.

Examiner Hunter: We will not leave it to counsel to direct the answer.

The Witness: I would say that based upon the findings of the Commission in the Five Percent Case, and their findings in the subsequent cases, that those rates are reasonable, maximum rates. I am not saying that in some instances there might not be some reductions necessary, or that some reductions to some points could be justified, but, [fol. 1145] taking the whole structure, and taking the Commission's decision to which I have referred, we have a structure, those rates are just and reasonable, as maximum rates.

By Mr. Bell:

Q. If they are just and reasonable as maximum rates from the Kanawha District, as a whole, are they just and reasonable rates in your judgment, just and reasonable per se, if I may put it that way, from the eastern hem of the Kanawha blanket to Central Freight Association territory?

A. Mr. Bell, as you know, in considering group rates you consider the entire group. You do not pick out the eastern hem, nor the western hem. It is true there might be some instances that could be shown that maybe the first three points in the extreme west end of a group ought to be—one group ought to be put over in another group. It might be that the extreme three points in the east ought to be in another group, but, you take the groups as we find them, as a whole, and you do not begin to separate them in that way.

Q. I thought probably in view of your investigation of that situation in those fields, and of the topographical conditions down there that, assuming that the Kanawha District rate was a maximum reasonable rate from the district, as a whole, which, as you said, would involve a consideration of what you might call the center of production in that district, whether, in your judgment it could be considered a reasonable rate, per se, from the farther hem of the Kanawha blanket to Central Freight Association territory.

A. I am merely dealing with the groups as we find them. We are not here asking for changing of this Chesapeake & Ohio——

Mr. Bell (interposing): I understand that. I just simply wanted your opinion, because it is over that Kanawha District rate and through the Kanawha District that this traffic moves.

That is all.

(Witness excused.)

---

Mr. Scott: That completes the complainants' case.

(Discussion off the record.)

Examiner Hunter: It being agreeable to counsel, January 2nd will be set as the brief date, January 2, 1923.

(The hearing is closed.)

(Thereupon, at 3:40 p. m., the hearing in the above-entitled matter was closed.)

[fol. 1147] Exhibit No. 1 omitted; see Appendix "D," printed side page 322 ante.

(Here follows map of West Virginia, marked side folio page 1148.)

[fol. 1149] Exhibit No. 3 omitted; see Appendix "E," printed side page 323 ante.

[fol. 1150]

EXHIBIT No. 4

Chesapeake & Ohio New River Loadings

Month	Inland west	Inland east	Tide	Box ships.	Total (exclud- ing fuel)
1921					
Jan. ....	96,980	167,200	281,020	1,510	546,710
Feb. ....	53,070	121,000	129,110	1,630	304,810
Mar. ....	108,690	122,020	165,050	2,100	397,860
Apr. ....	173,820	124,700	251,590	2,100	552,210
May. ....	157,910	123,640	397,350	1,500	680,360
June. ....	144,520	179,230	334,860	990	659,600
July. ....	81,130	131,850	151,590	610	365,180
Aug. ....	148,930	140,170	140,500	1,420	430,020
Sept. ....	105,770	153,570	114,640	1,640	375,620
Oct. ....	142,500	191,600	104,590	2,000	440,690
Nov. ....	72,950	138,600	98,100	2,080	311,730
Dec. ....	57,270	131,780	93,280	1,050	283,380
1922					
Jan. ....	142,710	203,990	191,740	3,170	541,610
Feb. ....	181,530	216,850	190,990	3,310	592,680
Mar. ....	150,530	259,790	245,430	7,200	662,950
Apr. ....	56,010	107,860	103,770	4,120	271,760
May. ....	116,450	163,900	208,860	7,020	496,230
June. ....	209,290	182,990	304,030	6,670	702,980
July. ....	149,130	158,460	252,870	5,260	565,820
Aug. ....	66,830	142,990	311,120	4,860	525,800
Totals .....	2,416,020	3,162,150	4,078,590	60,300	9,717,060
Percentage .....	24.9%	32.5%	42%	.6%	100%

MAPS

TOO

LARGE

FOR

FILMING

[fol. 1151]

## EXHIBIT No. 5

## List of Mines Served by Virginian Railway

Summary	No. mines
Local Virginian Mines .....	52
Joint Mines (Vgn. and C. & O.) .....	57
Joint Mines (Vgn. and N. & W.) .....	1
Total .....	110

## Local Virginian Mines:

Virginian Smo. ....	Slab Fork #5.
Miller Poca. ....	Glen Rogers.
Wyoming .....	Otsego.
Irowuois .....	Caloric.
Devils Fork .....	Grace Fork.
East Gulf #5 .....	Mead Poca.
Woodbay .....	Itmann #17.
Big Stick .....	Harty.
Hot Coal .....	Barker Creek #1.
Misletoe .....	Alpoca.
Winding Gulf .....	Koerner.
Affinity .....	Thermo Poca.
Ragland .....	Monticello.
Piney Creek .....	Flat Top.
Phillips .....	Covel.
Spencer Fork .....	Micajah Poca.
Bacontown #1 .....	America.
Raleo .....	J. A. Wood.
Douglass #2 .....	Wacomah.
Bacontown #2 .....	
[fol. 1152] Leekie #2 .....	Princewick.
Lillybrook #2 .....	Crab Orchard.
Amigo .....	Viacova.
Bob .....	Raleigh #1.
Beards Fork .....	Raleigh #3.
Page .....	Raleigh #6.
Glenco .....	Mabscott.
Lick Fork .....	Beckley.
Ingram Branch .....	Cranberry #1.
Long Branch .....	Cranberry #2.
Summit .....	Cranberry #3.
Neal .....	City #2.
Slab Fork #1 .....	White Stick.
	Lochgelly.
	Summerlee.
	Oakwood.

## Joint Mines (Vgn. and C. &amp; O.):

East Gulf #3	Scarboro.
Tams	Whipple.
Stotesbudy	Price Hill.
MacAlpin	Nichl.
Pemberton Fuel	Sun.
Lillybrook #4	Sunset.
Minter	Derryhale.
Rhodell	Dunloop.
Tommy Creek	Catherine.
C. H. M. #1	Capece.
Killarney	Sugar Creek.
Vanwood	Temroy.
Besoco	Oswald.
Clyde	Kilsyth.
Laurel	Lee.
Lego	Packs Branch.
Pickshin	Fayrel.
L. & H. #—	Willis Branch.
Lillybrook #1	Eccles #3.
[fol. 1153] Eccles #5	
Eccles #6	
Glen White	

## Joint Mines (Vgn. and N. &amp; W.):

Algonquin	
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(Here follows Exhibit No. 6, marked side folio page 1154)

EXHIBIT NO. 6

STATEMENT SHOWING LOADINGS OF LOCAL AND JOINT VIRGINIAN

RAILWAY MINES.

MONTH.	TOTAL TONS FROM LOCAL AND JOINING VGN. MINES VIA VGN. AND C. & O.	TOTAL TONS FROM LOCAL AND JOINT VGN. MINES VIA VGN.	TONNAGE FROM LOCAL VGN. MINES. TONS.	PER CENT OF TOTAL VGN. LOCAL AND JOINT MINE TONNAGE.	TONS FROM JOINT VGN. MINES VIA VGN AND C. & O.	TONNAGE FROM JOINT VGN. MINES VIA C. & O. TONS.	PER CENT OF TOTAL VGN. JOINT MINE TONNAGE.
1921.							
Jan.	807,927	603,677	349,751	57.9	458,176	204,250	44.6
Feb.	477,630	368,880	206,467	56.	271,163	108,750	40.1
Mar.	547,597	387,147	217,305	56.1	330,292	160,450	48.6
Apr.	744,633	512,743	273,566	53.4	471,067	231,890	49.2
May.	1,018,171	731,991	369,620	50.5	648,551	286,180	44.1
June	959,297	695,227	353,332	50.8	605,965	264,070	43.6
July	646,041	512,751	321,220	62.6	324,821	133,290	41.
Aug.	701,129	476,459	270,045	56.7	431,084	224,670	52.1
Sept.	586,743	415,293	268,943	64.8	317,800	171,450	53.9
Oct.	821,341	556,269	301,934	54.3	519,407	265,072	51.
Nov.	675,344	483,564	285,820	59.1	389,524	191,780	49.2
Dec.	567,081	361,391	198,526	54.1	368,555	205,690	55.8
1922.							
Jan.	852,991	505,301	301,062	59.6	551,929	347,690	63.
Feb.	931,927	572,347	344,549	60.2	587,378	359,580	61.2
Mar.	1,079,423	705,993	401,423	56.9	678,000	373,430	55.1
Apr.	722,342	527,302	332,536	63.1	389,806	195,040	50.
May.	974,305	701,805	464,531	66.2	509,774	272,500	53.5
June	1,071,281	719,241	465,748	64.8	605,533	352,040	58.1
July	780,978	510,328	330,933	64.8	450,045	270,650	60.1
TOTALS.	14,966,181	10,347,709	6,057,311		8,908,870	4,618,472	
MONTHLY							
AVERAGE.	787,693	544,616	318,805	58.5	468,888	243,077	51.8

[fol. 1155]

## EXHIBIT No. 7

## Statement Illustrating Advantage of Having Western Outlet for Coal on Virginian Railway

## Coal Shipments, Gross Tons, from Mine of Gulf Smokeless Coal Company, Tams, W. Va., During Periods Shown

Sixteen months ending September 30, 1914		Sixteen months ending December 31, 1915		Twelve months ending December 31, 1916	
Via C. & O.	Via Vgn.	Via C. & O.	Via Vgn.	Via C. & O.	Via Vgn.
88,721	336,649	151,834	230,100	205,816	177,100

## Percentage of Total Tonnage via Virginian During Different Periods

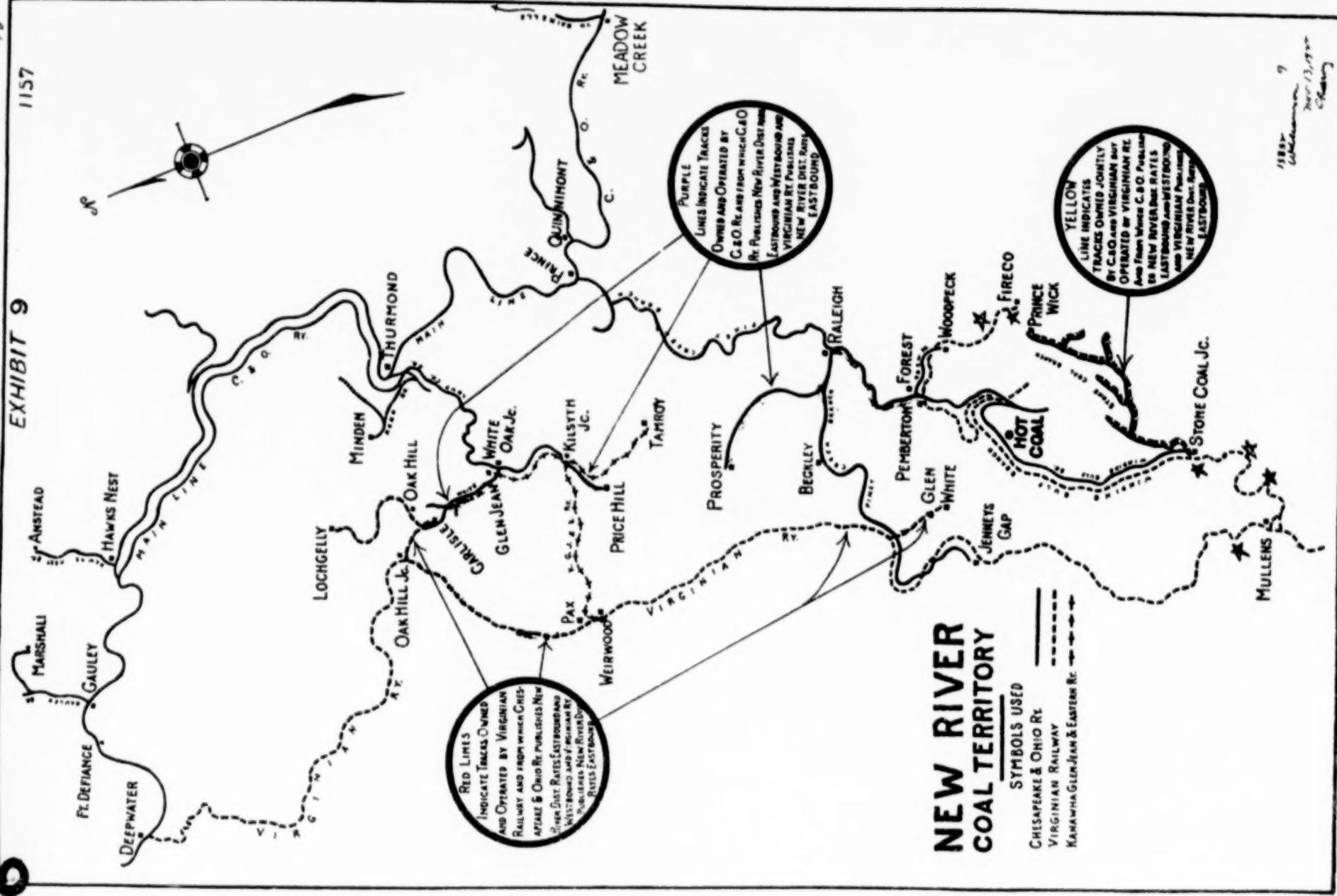
Period	Per cent Vgn.
16 months ending Sept. 30, 1914 .....	79 1
16 months ending Dec. 31, 1915 .....	60 2
12 months ending December 31, 1916 .....	46 2

NOTE.—At the outbreak of the war shipping was diverted to war uses, with the result that vessels could not be obtained at reasonable prices for floating cargoes of coal, because the same cargo space could command very much greater freight return for use in moving more high priced commodities. This took out of the coastwise trade all vessels which were able to go off-shore, and caused a great increase in the freight rate of such few vessels as remained in the coastwise trade. The result was a great falling off in the Tidewater business, due first, to lack of water transportation, and secondly, to the increased water freight rates. The fact that the Tams Mine had a western outlet enabled it to divert a larger part of its production into the western market when the tidewater business fell off, thus illustrating the advantage of enjoying both eastern and western outlets.

Prices Obtained by Mitchell & Dillon Coal Company on  
Low-volatile Domestic Coal in Chicago Market April 1st,  
1921, to March 31st, 1922

1921.	Prepared	Mine run
April .....	5 25	3 50
May .....	5 50	3 25 to 3 50
June .....	5 50	3 25 " 3 50
July .....	5 50	3 25 " 3 50
August .....	5 00 to 5 50	3 25 " 3 50
September .....	4 50 " 5 00	2 50 " 3 00
October .....	4 25 " 4 50	2 25 " 2 50
November .....	3 75 " 4 50	2 00 " 2 50
December .....	3 25 " 3 75	2 00 " 2 25
1922.		
January .....	3 00 " 3 50	2 00
February .....	3 00 " 3 50	1 75 " 2 00
March .....	2 50 " 2 75	1 75
1922.		
April .....	2 50	1 75 to 2 00
May .....	3 25 to 3 50	2 00 " 2 25
June .....	3 75 " 4 25	2 25 " 3 25
July .....	3 75—Up.	3 00 " 3 75
August .....	3 75—Up.	6 00—Up.
September .....	6 75—Up.	6 00—Up.
October .....	6 75—Up.	6 00—Up.

(Here follows Exhibit 9, Map of New River Coal Territory,  
side folio page 1157)



1157  
William 9  
Dec 13, 1900  
Cherry

**Supreme Court of the United States**

**October Term, 1907**

**No. 201**

**THE VIRGINIAN RAILWAY COMPANY,  
APPELLANT,**

**vs.**

**THE UNITED STATES OF AMERICA, THE INTER-  
STATE COMMERCE COMMISSION, AND THE  
CHESAPEAKE AND OHIO RAILWAY COM-  
PANY ET AL.**

**No. 202**

**THE UNITED STATES OF AMERICA AND THE  
INTERSTATE COMMERCE COMMISSION, AP-  
PELLANTS,**

**vs.**

**THE VIRGINIAN RAILWAY COMPANY**

**APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA**

**FILED JANUARY 27, 1908**

(31,647, 31,648)

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1926

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**No. 281**

THE VIRGINIAN RAILWAY COMPANY,  
APPELLANT,

*vs.*

THE UNITED STATES OF AMERICA, THE INTER-  
STATE COMMERCE COMMISSION, AND THE  
CHESAPEAKE AND OHIO RAILWAY COM-  
PANY ET AL.

---

**No. 282**

THE UNITED STATES OF AMERICA AND THE  
INTERSTATE COMMERCE COMMISSION, AP-  
PELLANTS,

*vs.*

THE VIRGINIAN RAILWAY COMPANY

---

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

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VOLUME II

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EXHIBIT No. 10

Copy

Docket 13832

Richmond, Va., August 12, 1921.

McKell Coal & Coke Company versus The Chesapeake and  
Ohio Railway Company, I. C. C. Docket No. 12631

Mr. Francis B. James, Attorney-at-law, Washington, D. C.

DEAR SIR: Referring to my letter to you dated August 6th, I enclose copy of the working agreement of May 21, 1914, covering reciprocal agency operations in part of the New River District, to-wit:

1. Piney River & Paint Creek Railroad, C. & O. Line.
2. Pemberton and Westwood, Forest Junction and Woodpeck, C. & O. Line.
3. Pemberton and Sphia, C. & O. Line.
4. Pemberton and Beekley, C. & O. Line.
5. Price Hill Division of the White Oak Railway, C. & O. Line.
6. Wolf Creek Division of the White Oak Railway, Virginian Line.
7. Wierwood and Bishop, Virginian Line.
8. Glen White mine on Virginian Line.

This is the only so-called formal working agreement between the two lines, and you will note it does not cover all the operations.

Informal agreements are in effect, however, for the operations and I have, therefore, had prepared a memorandum of Virginian and Chesapeake & Ohio trackage and operating agreements in the New River District covering all operations where the Virginian operates for itself as principal and as agent for the C. & O., and where the C. & O. operates [fol. 1159] for itself as principal and as agent for the Virginian. This memorandum, you will note, contains the terms under which the operations are now performed.

These working arrangements harmonize with the trackage agreement of November 1, 1917, Exhibit 46-B, and the agreement of May 10, 1916, Exhibit 46-C.

You will note that the agreements represented by Exhibits 46-B and 46-C were made long after the working agreement, above referred to, of May 21, 1914. You will further note that the rates shown in the working agreement of May 21, 1914, have been materially changed, and the current amounts paid by one line to the other as representative of operating expenses where the settlement is made on a per car basis for accounting convenience are specified in the memorandum.

You will also note that attached to the memorandum are two statements showing amounts paid by one line to the other in the year 1920 to cover its share of operating expenses. You will recall that Mr. Bock testified that the per car basis was devised for the purposes of convenient accounting and quick settlement; otherwise it would have been necessary to wait before settlement could have been made under the agency operations until all the primary accounts had been closed; and you will further recall that Mr. Bock stated that in fixing the per car amounts to be paid by one line to the other the amounts were so calculated as to amount to a set-off, so that, in the ultimate analysis, the results would be the results had the primary accounts been used on a basis of actual cost rather than a per car charge.

You will note, however, that, as a matter of fact, the arrangement so operates that the C. & O. is a large beneficiary and that the per car arrangement would seem now to operate to relieve the C. & O. of a large portion of the cost of handling its cars between Wierwood and Carlisle and on Stone Coal.

I have had considerable difficulty in working out this information for you, and the delay has been wholly due to [fol. 1160] the fact that during Federal control some of these arrangements were canceled temporarily, and it was necessary for me to have the General Manager deputize a special agent to go into the matter thoroughly, otherwise, I would not have felt certain that you had the correct information, and this took time.

In this connection, you will recall you also requested Virginian maintenance bills between Wierwood and Oak Hill Junction on the Wolf Creek (White Oak) Division of

the Virginian, between Oak Hill Junction, Lochgelly and Carlisle, and on Stone Coal. Our Accounting Department has now located all the 1920 Virginian bills and is abstracting the maintenance portion of the bills, which they have promised to let me have sometime today and which I will send to you, with copy to the Commission, either tonight, or certainly tomorrow.

I trust this data will meet your requirements, and if the delay in getting them to you will make it a hardship to have to file your brief by the 30th of this month, the day now set, I will be glad to request the Commission to further extend the time ten or fifteen days, explaining to the Commission that the extension is necessary by reason of the unavoidable delay in getting this information to you.

Yours very truly, (Signed) W. S. Bronson, General Attorney.

cc. Mr. George B. McGinty, Secretary Interstate Commerce Commission, Washington, D. C.

Attention Attorney-Examiner Mr. Paulson

Whereas, on the 30th day of November, 1912, a working agreement in connection with the contract between The Chesapeake and Ohio Railway Company and the Virginian Railway Company, dated November 12th, 1912, was entered into by the respective parties, and [fol. 1161] Whereas, some changes have been made from time to time, and it is desirable to put the same working agreement, as it now exists, into definite form, where it is readily accessible:

Now, therefore, said agreement is reformed, this 21st day of May, 1914, so as to read as follows:

1st. The Piney River and Paint Creek Railroad to be operated under the jurisdiction of the C. & O. Ry. for joint account; i. e., for the account of the C. & O. and Virginian Ry. Companies, jointly. The joint passenger service operated on this line to be operated for joint account, except in the case of the Virginian passenger train which will operate between Mullens and Beckley. The expense between Beckley Jct. and Beckley shall be borne by the Virginian Railway and the revenue of these trains between

Beckley Jet. and Beckley will accrue to the Virginian Railway.

The freight business of the Piney River and Paint Creek Railroad to be operated for joint account.

2nd. The C. & O. will handle the freight business, for the Virginian Railway, between Pemberton and Westwood, and between Forest Jet. and Woodpeck, charging for the switching service \$2.00 per loaded car—no charge for empties.

3rd. Should the C. & O. engines handle loads for the Virginian Railway from Pemberton to Sophia and empties from Sophia to Pemberton, the Virginian Railway will pay the C. & O. Railway for such service at the rate of \$4.00 per hour.

4th. The Virginian Railway to operate passenger service between Mullens and Beckley. The Virginian Railway to receive all revenue, excepting that the C. & O. shall receive 60% of fares collected from passengers between local stations on the C. & O. Railway, as provided in Article 5, of page 12, of the agreement.

5th. A suitable passenger and freight station, the plans of which shall be approved by the representatives of both companies, shall be provided at Pemberton at the joint cost of the C. & O. and the Virginian Railway Companies. Suitable house tracks, and tracks for the interchange of business other than coal and coke to be also provided at joint cost [fol. 1162] of the C. & O. and Virginian Railway Companies.

6th. The Price Hill Division of the White Oak Railway shall be operated under the jurisdiction of the C. & O. Railway Co. for joint account, the C. & O. to handle business for the Virginian Railway at a switching charge of Seventy-Five Cents (\$0.75) per loaded car—no charge for empties. Business for the Virginian Railway to be delivered to and received from the G. G. J. & E. Railway at or near Price Hill Jet.

Passenger service on the Price Hill Division to be performed by the C. & O. Railway Company, the C. & O. Railway Company to pay the expense and receive all the revenue therefrom.

7th. The Wolf Creek Division of the White Oak Railway shall be operated under the jurisdiction of the Virginian Railway for joint account.

8th. The Wolf Creek Branch passenger train service will be operated for joint account, and will operate to White Oak Junction over C. & O. tracks; and 60% of the revenues accruing between Carlisle and White Oak Jet. to be paid to the C. & O. Railway Company. The joint account to be at all transportation expense in connection with operation of this service over C. & O. Tracks.

9th. The freight business of the Wolf Creek Division will be operated jointly for joint account.

10th. Coal and Coke for the Virginian Railway from Scarbro and Wingrove will be delivered to the White Oak Railway at Carlisle by the C. & O. Railway Company. The White Oak Ry. to interchange C. & O. Railway freight business at Carlisle.

11th. The White Oak Railway to interchange Virginian Railway freight business at Bishop or Oak Hill. At Carlisle, a suitable station and depot tracks to be provided, to be operated jointly, The C. & O. Railway Company to pay one-half the operating costs, and the White Oak Ry. to pay half the operating cost for joint account. Suitable interchange tracks to be provided at Carlisle.

[fol. 1163] 12th. The Virginian Railway Company will handle coal and coke for the Chesapeake and Ohio Railway Company between Wierwood, W. Va., and Bishop, W. Va., charging for such switching service Two Dollars (\$2.00) per loaded car—no charge for empties; it being understood that Article IV of the agreement between the parties hereto, dated November 12th, 1912, will be in full effect as to rental, maintenance, and other charges from the time and date of the commencement of such switching service by the Virginian Railway Company.

13th. The Virginian Railway will switch cars to and from Glen White mine for the C. & O. Railway, charging for the switching service Seventy-Five Cents (\$.75) per loaded car—no charge for empties.

14th. Cars furnished by the Virginian and cars furnished by the C. & O. on the lines of each other or on the lines of

the Piney River and Paint Creek and White Oak Railway Companies for coal and coke loading as contemplated under this agreement, will be exempt from per diem, and will not be reported on interchange reports.

15th. Cars and engines handled by the Raleigh Lumber Company or the Raleigh & Southwestern or Piney Creek Branch to be charged to the C. & O. account, two logging cars to count as one car.

The Chesapeake and Ohio Railway Company, by Geo. P. Johnson, General Manager. The Virginian Railway Company, by J. Berlingett, Asst. General Manager.

Approved as to form. H. T., Jr., General Solicitor.

[fol. 1164] Memorandum of Virginian-Chesapeake & Ohio Trackage and Operating Agreements

#### Eccles

Virginian operates and maintains.

C. & O. does not participate in maintenance or operating expenses.

C. & O. pays Virginian \$7.00 per loaded car delivered to C. & O. connections.

#### Glen White

Virginian owns and maintains Shockley Branch for approximately one mile above C. & O. connection.

Tracks beyond and at mine are owned and maintained by E. E. White Coal Company.

Maintenance expenses, taxes and interest on capital investment on Virginian track is pro rated between C. & O. and Virginian on car handled basis.

C. & O. pays Virginian \$3.00 per car for loads delivered from mine to C. & O. connections.

Piney River and Paint Creek Railway (Beekley Jet. to Prosperity)

C. & O. owns, operates and maintains, maintenance expenses, operating expenses, taxes and interest on capital investment are pro rated between C. & O. and Virginian on cars handled basis.

### Piney Branch, Westwood to Pemberton

C. & O. owns, operates and maintains.

Maintenance expenses, station expenses and salaries of Agents, Yard Masters and Car Report Clerks at Raleigh, taxes and interest on capital investment are pro rated between C. & O. and Virginian on cars handled basis.

Virginian pays C. & O. \$6.00 per loaded car delivered to Virginian at Pemberton.

C. & O. receives \$6.00 per car for moving Virginian loads originating on Piney River & Paint Creek Railway, from Beckley Junction to Pemberton.

Virginian passenger trains operate two round trips per day, Pemberton Beckley.

C. & O. receives 60% Virginian 40% of revenue collected locally Pemberton to Beckley Junction, (Piney River & Paint Creek Joint account).

[fol. 1165]

### Stone Coal Branch

Owned jointly by C. & O. and Virginian Railways.

Virginian operates and maintains. Maintenance expenses, station expenses, taxes and interest on capital investment are pro rated between C. & O. and Virginian on cars handled basis.

C. & O. pays Virginian \$6.00 per car for loads delivered to C. & O. connection at Stone Coal Junction.

On solid car-load shipments from points on C. & O. to points on Stone Coal Branch, C. & O. receives all revenue and pays Virginian \$6.00 per loaded car for deliveries from Stone Coal Junction to points on Stone Coal Branch.

### Price Hill Division White Oak Railway (Price Hill to Sugar Creek)

C. & O. owns, operates and maintains. Maintenance expenses, taxes and interest on capital investment is pro rated between C. & O. and Virginian Railway on cars handled basis.

Virginian pays C. & O. \$3.00 for loads delivered K. G. J. & E. connection at Sugar Creek.

### White Oak Branch, White Oak Junction to Carlisle

C. & O. maintains and operates.

Virginian does not participate in maintenance or operating expenses. (Off-set for Eccles).

Virginian pays C. & O. \$7.00 per loaded car delivered to Virginian connection at Carlisle.

### Wolf Creek Division, White Oak Branch (Carlisle to Bishop and Lochgelly)

Virginian owns, operates and maintains.

Maintenance expenses, operating expenses, taxes and interest on capital investment are pro rated between C. & O. and Virginian on cars handled basis.

### Bishop to Weirwood

Virginian owns, operates and maintains.

Maintenance expenses, agents expenses, taxes and interest on capital investment is pro rated between the C. & O. and Virginian Railway on cars handled basis.

C. & O. pays Virginian \$6.00 per loaded car delivered from Weirwood to Bishop.

[fol. 1166] Record of loaded cars moved by Virginian, acting as agent for the Chesapeake and Ohio, under trackage and concomitant operating agreements entered into to avoid unnecessary and uneconomical duplication of train service and to facilitate the accounting of operating Expenses, from Virginian-Chesapeake and Ohio Joint mines, year 1920, and the agreed amounts paid the Virginian by the Chesapeake and Ohio as Virginian operating expenses.

(Cars Shown Bases on 50-Ton Car Basis)

Vanwood	350 @ 6 00	\$2,100 00
Besoco	147 @ 6 00	882 00
Clyde Poca	76 @ 6 00	456 00
Lego	103 @ 6 00	618 00
Laurel Smoke	83 @ 6 00	498 00
Lillybrook 1	46 @ 6 00	276 00
C. H. Meed 1	494 @ 6 00	2,964 00

MAPS

TOO

LARGE

FOR

FILMING

Killarney .....	941 @ 6 00	5,646 00
Pickshin .....	329 @ 6 00	1,974 00
Princewick .....	581 @ 6 00	3,486 00
Weirwood .....	899 @ 6 00	5,394 00
Eccles 3 .....	1,096 @ 7 00	7,672 00
Eccles 5 .....	1,451 @ 7 00	10,157 00
Eccles 6 .....	778 @ 7 00	5,446 00
	<hr/> 7,374	<hr/> \$47,569 00

Record of loaded cars moved by Chesapeake and Ohio, acting as agent for the Virginian, under trackage and concomitant operating agreements entered into to avoid unnecessary and uneconomical duplication of train service and to facilitate the account of operating expenses, from Chesapeake and Ohio-Virginian joint mines, year 1920, and the agreed amounts paid the Chesapeake and Ohio by the Virginian as Chesapeake and Ohio operating expenses.

(Cars Shown Based on 50-ton Car Basis)

[fol. 1167] Raleigh 1 .....	57 @ 6 00	\$342 00
Raleigh 3 .....	818 @ 6 00	4,908 00
Raleigh 5 .....	98 @ 6 00	588 00
Raleigh 6 .....	2,288 @ 6 00	13,728 00
Crab Orchard .....	162 @ 6 00	972 00
Viacova .....	109 @ 6 00	654 00
Beckley .....	1,221 @ 6 00	7,326 00
Cranberry 1 .....	1,282 @ 6 00	7,692 00
Cranberry 2 .....	1,090 @ 6 00	6,540 00
Cranberry 3 .....	1,924 @ 6 00	11,544 00
Mabscott .....	810 @ 6 00	4,860 00
Scarbro .....	1,552 @ 7 00	10,864 00
Whipple .....	857 @ 7 00	5,999 00
Price Hill .....	588 @ 3 00	1,764 00
	<hr/> 12,856	<hr/> \$77,781 00

(Here follows Exhibit 11, map, side folio page 1168.)

## Witness Williamson

Statement comparing average distance from coal-shipping stations on Virginian Railway in New River district to Kenova, W. Va., with average distances to same destinations from coal-shipping stations on Chesapeake & Ohio Railway in New River district, from coal-shipping stations on Norfolk & Western Railway in Pocahontas, Tug River, and Clinchfield Nos. 1 and 2 districts and from coal-shipping stations on the Carolina, Clinchfield & Ohio Railway in Virginia from which Chesapeake & Ohio Railway publishes New River District rates.

From	Distance to Kenova, W. Va.
Virginian Railway New River District.....	154.7
C. & O. Ry., New River District .....	131.8
C. & O. Ry., New River District (including Sewell Valley R. R. Stations).....	132.6
C. C. & O. Ry. Stations (from which C. & O. Ry. pub- lishes New River District Rates).....	*176.3

## Norfolk &amp; Western Railway Stations:

Pocahontas District .....	165.4
Tug River District .....	136.1
Clinch Valley No. 1 District .....	180.7
Clinch Valley No. 2 District.....	212.3

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Average N. & W. Ry. Districts ..... 169.1

NOTE.—Common rates are published on bituminous coal to destinations in C. F. A. territory generally from all the above named districts with the exception of the Virginian Railway New River District from which no joint through rates apply.

Tariff Authorities: C. & O. Ry. tariffs I. C. C. Nos. 8665, 8385, and 8367, Virginian Ry. tariffs I. C. C. Nos. 1374 and 1527. C. C. & O. Ry. tariff I. C. C. No. 922. Norfolk & Western Ry. tariffs I. C. C. Nos. 4811 and 2802-B.

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\*Distance to Catlettsburg, Ky.

[fol. 1170] Coal Shipping Stations in New River District  
on Virginian Railway

From		Distance to	
		Deep- water, W. Va.	Kenova, W. Va.
Matoaka	W. Va.	79	169
America	"	75	165
Weyanoke	"	77	167
Algonquin	"	74	164
Micajah	"	72	162
Coval	"	70	160
Herndon	"	68	158
Montecarlo	"	67	157
Bud	"	65	155
Alpoa	"	63	153
Tralee	"	62	152
M-P-Tipple	"	61	151
Mullens	"	59	149
Tracoal	"	58	148
Caloric	"	57	147
Otsego	"	56	146
Glen Rogers	"	70	160
Slab Fork	"	48	138
Lester	"	43	133
Glen White	"	41	131
Metalton	"	39	129
Eccles	"	37	127
Willis Branch	"	28	118
Weirwood	"	27	117
Long Branch	"	26	116
Lick Fork	"	16	106
Summerlee	"	22	112
Lochgelly	"	24	114
Carlisle	"	22	112
Oakwood	"	23	113
Corinne	"	61	151
Iroquois	"	64	154
Devils Fork	"	65	155
Helen	"	69	159
Tams	"	72	162
Stotesbury	"	74	164
MacAlpin	"	75	165

From		Distance to	
		Deep- water, W. Va.	Kenova, W. Va.
Woodbay	W. Va.	75	165
Big Stick	"	76	166
Hot Coal	"	77	167
Affinity	"	82	172
Pemberton	"	83	173
McVey	"	84	174
Sullivan	"	85	175
Wiley	"	86	176
Phillips	"	86	176
Abney	"	86	176
Whithy	"	87	177
Ralco	"	88	178
Jonben	"	89	179
Fireco	"	90	180
Wyco	"	64	154
Amigo Mine	"	68	158
Tommy Creek	"	68	158
Rhodell	"	69	159
Francis	"	69	159
East Gulf	"	71	161
Killarney	"	72	162
Vanwood	"	73	163
Besoco	"	74	164
Lego	"	74	164
Pickshin	"	75	165
Lillybrook	"	76	166
Prince-Wick	"	77	167
Mistletoe	"	79	169
Winding Gulf	"	80	170
Total		4,272	10,212
Average Distances		64 7	154 7

[fol. 1171] Coal Shipping Stations in New River District  
on Chesapeake & Ohio Railway and Sewell Valley Rail-  
road

From		Distance to	
		Deep- water, W. Va.	Kenova, W. Va.
Meadow Creek	W. Va.	52	141.7
Glade	"	47.3	137.0
Rippetoe	"	44.2	133.9
Quinnemont	"	42.9	132.6
Prince	"	41.7	131.4
McKendree	"	38.5	128.2
Thayer	"	36.6	126.3
Claremont	"	33.8	123.5
Beechwood Jet.	"	33	122.7
Stone Cliff	"	32.5	122.2
Thurmond	"	30.8	120.5
Dimmock	"	29.4	119.1
Rush Run	"	29.2	118.9
Echo	"	28.6	118.3
Beury	"	28.4	118.1
Fire Creek	"	27.1	116.8
Pennbrook	"	26.4	116.1
East Sewell	"	25.2	114.9
Sewell	"	24	113.7
South Caperton	"	22.6	112.3
Elverton	"	21.7	111.4
Keeney's Creek	"	21.2	110.9
South Nuttal	"	20.7	110.4
Nuttal	"	20	109.7
Kaymoore No. 1	"	19	108.7
Fayette	"	17.3	107
South Fayette	"	16.8	106.5
Newlyn	"	16.7	106.4
Michigan	"	16.1	105.8
Elmo	"	16	105.7
Sunnyside	"	14.8	104.5
Whitney	"	14.8	105.5
Gaymont	"	14	103.7
Bachman	"	13.6	103.3

From		Distance to	
		Deep- water, W. Va.	Kenova, W. Va.
Hawks Nest	W. Va.	13	102.7
Gauley	"	6.4	96.1
Ft. Defiance	"	5.6	95.3
Old Gauley	"	5.5	95.2
Simpson	"	22.8	112.5
Boone	"	27	116.7
Ballenger No. 2	"	27.6	117.3
Ballenger No. 1	"	28.1	117.8
Dubree	"	28.2	117.9
Masters	"	28.3	118
Rothwell	"	28.9	118.6
Blume	"	29.7	119.4
Lookout	"	30.2	119.9
Pinepoca	"	50.8	140.5
Rodes	"	51.9	141.6
Whorley	"	62.9	142.6
McQuade	"	55	144.7
Blue Jay Jet.	"	54.9	144.6
Glen Morgan	"	55	144.7
Raleigh	"	55.3	145
Raleigh & S. W. Jet.	"	55.4	145.1
West Raleigh	"	55.8	145.5
Beckley Jet.	"	57.8	147.5
Mabscott	"	58.1	147.8
Mabscott Mine	"	58.3	148
Bickell	"	58.5	148.2
Cabell	"	60.1	149.8
Burks	"	60.7	150.4
Admiralty	"	62.7	152.4
Metalton	"	63.7	153.4
Baylor	"	65.3	155
Surveyor	"	67.1	156.8
Hoo Hoo	"	68.7	158.4
Lester	"	69.3	159
Raleigh No. 6	"	56.4	146.1
Fitzpatrick	"	57.6	147.3
Tolbert	"	57.7	147.4
Spangler Mill	"	59.2	148.9
Viacova	"	59.5	149.2

From		Distance to	
		Deep- water, W. Va.	Kenova, W. Va.
Forest	W. Va.	60 5	150 2
McVey	"	61 4	151 1
Sullivan	"	62 5	152 2
Woodpeck	"	63 3	153
Pemberton	"	60 8	150 5
Affinity	"	61 9	151 6
Winding Gulf No. 2	"	63 9	153 6
Deihl	"	63 4	153 1
Gulf Switch	"	64 3	154
Hot Coal	"	66 1	155 8
MacAlpin	"	67 9	157 6
Stotesbury	"	68 9	158 6
Tams	"	70 1	159 8
Ury	"	71 1	160 8
Stonecoal	"	75 2	164 9
Rodell	"	76 5	166 2
East Gulf	"	78 6	168 3
Killarney	"	79 7	169 4
Vanwood	"	80 5	170 2
Besoco	"	81 4	171 1
Lego	"	82 1	171 8
Pickshin	"	83 0	
Lillybrook	"	83 7	173 4
Beckley	"	59 0	148 7
Sprague	"	60 0	149 7
Skelton	"	62 3	162
Prosperity	"	63 8	153 5
Royal	"	42 2	131 9
Terry Jct.	"	43 1	132 8
Terry	"	43 6	133 3
Auchmesty	"	44 2	133 9
Norvell	"	44 7	134 4
Wright	"	45 1	134 8
Stonewall	"	46 9	136 6
Lanark	"	47 3	137
Stansford	"	47 7	137 4
Dorsey	"	48 1	137 8
Knot Branch	"	49 1	138 8
White Stick	"	49 7	139 4

From		Distance to	
		Deep- water, W. Va.	Kenova, W. Va.
Boyd	W. Va.	32 1	121 8
Minden No. 2	"	33 5	123 2
Minden No. 5	"	34	123 7
Minden No. 3 and 4	"	35	124 7
Minersville	"	36 1	125 8
South Side Jet.	"	31 1	120 8
Cadle Ridge	"	32 6	122 3
Meadow Fork	"	33 2	122 9
Dewitt	"	35	124 7
Harvey	"	35 9	125 6
[fol. 1172] Prudence	"	36 4	126 1
Red Star	"	36 7	126 4
Glen Jean	"	37 3	127
White Oak Jet.	"	37 9	127 6
Nichol	"	38 1	127 8
Wingrove	"	39 1	128 8
Scarboro	"	40 1	129 8
Whipple	"	40 3	130
Carlisle	"	41 5	131 2
Oakwood	"	41 8	131 5
Sun	"	38 2	127 9
Derryhale	"	39 1	128 8
Dunloup	"	39 5	129 2
Turkey Knob	"	39 9	129 6
Macdonald	"	40 3	130
Price Hill Jet.	"	40 5	130 2
Kilsythe Jet.	"	40 7	130 4
Dun Glen	"	31 7	121 4
South Bend	"	31 8	121 5
Sugar Creek	"	41	130 7
Weervin	"	31 5	121 2
Concho	"	31 6	121 3
Erskine	"	32 1	121 8
South Rush Run	"	33 5	123 2
Red Ash	"	35 1	124 8
Brooklyn	"	36 4	126 1
Cunard	"	37 6	127 3
Mt. Hope	"	41	130 7
Sherwood	"	42 1	131 8

From		Distance to	
		Deep- water, W. Va.	Kenova, W. Va.
Price Hill	W. Va.	42 3	132
Ansted	"	16 5	106 2
K. & M. Jet.	"	7 9	197 6
Vanette	"	8 9	98 6
Gamoca	"	10 5	100 2
Wyndal	"	12 6	102 3
Rich Creek Jet.	"	13 3	103
Buck Run	"	14 9	104 6
Bryce	"	16	105 7
Marshall	"	16 3	106
Coke Ovens	"	43 7	133 4
Export	"	46	135 7
Laurel	"	46 7	136 4
Glendale	"	47 3	137
Big Q	"	47 7	137 4
Brownwood	"	47 9	137 6
Hemlock Hollow	"	48 2	137 9
Layland	"	48 6	138 3

Grand total	7,116 4	22,275 4
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Average distance	42 1	131 8
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## Via Meadow Creek, Sewell Val. R. R.:

Benrytown	W. Va.	54 5	144 2
Claypool	"	56	145 7
Hawley	"	63	152 7
Bellwood	"	68	157 7
Rainelle	"	73	162 7
Dwyer	"	74	163 7

Grand total (including S. V. R. R.)	7,504 9	23,202 1
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Average distance (including S. V. R. R.)	42 9	132 6
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[fol. 1173] Coal Shipping Stations on Carolina, Clinchfield  
& Ohio Railway Taking New River District Rates

From		Distance to	
		Elkhorn City, Ky.	Catlettsburg, Ky.
Burtens Ford	Va.	46	174 6
Carfax	"	49	177 6
Clinchfield	"	54	182 6
Clinchfield Yards	"	54	182 6
Dante	"	35	163 6
Dungannon Lumber Co.	"	56	184 6
Hamlin	"	39	167 6
Hanging Rock	"	39	167 6
Ledebur	"	47	175 6
Lednam	"	60	188 6
Shannon	"	48	176 6
St. Paul	"	42	170 6
Wilder	"	61	189 6
Total		630	2,291 8
Average Distance		48 5	176 3

[fol. 1174] Coal-shipping Stations on Norfolk & Western  
Railway

Pocahontas District:

From		Distance to Kenova, W. Va.
Algonquin	W. Va.	191
Alpheus	"	151
Anawalt	"	163
Angle	"	166
Ashland	"	164
Beech Fork	"	153
Berwind	"	150
Big Four	"	150
Boissevain	Va.	174
Booth	W. Va.	175
Bramwell	"	173
Bunch	"	167

From	Distance to Kenova, W. Va.
Cane Brake . . . . .	W. Va. . . . . 151
Coaldale . . . . .	" . . . . . 167
Coon . . . . .	" . . . . . 173
Cooper . . . . .	" . . . . . 171
Carswell . . . . .	" . . . . . 154
Crumpler . . . . .	" . . . . . 165
Droit . . . . .	" . . . . . 157
Duhring . . . . .	" . . . . . 178
Eckman . . . . .	" . . . . . 156
Elbert . . . . .	" . . . . . 154
Elkhorn . . . . .	" . . . . . 161
Ennis . . . . .	" . . . . . 163
Faraday . . . . .	Va. . . . . 155
Filbert . . . . .	W. Va. . . . . 156
Gary . . . . .	" . . . . . 152
Giatto . . . . .	" . . . . . 187
Godfrey . . . . .	" . . . . . 180
Goodwill . . . . .	" . . . . . 179
Havaco . . . . .	" . . . . . 147
Hartwell . . . . .	" . . . . . 152
Hiawatha . . . . .	" . . . . . 189
Jeanette . . . . .	" . . . . . 163
Jenkin Jones . . . . .	" . . . . . 167
Keystone . . . . .	" . . . . . 157
Kimball . . . . .	" . . . . . 153
Krag . . . . .	" . . . . . 166
Keero . . . . .	" . . . . . 158
Kyle . . . . .	" . . . . . 159
Landgraff . . . . .	" . . . . . 155
Leckie . . . . .	" . . . . . 165
McComas . . . . .	" . . . . . 183
Matvaka . . . . .	" . . . . . 186
Maybeury . . . . .	" . . . . . 164
Montcalm . . . . .	" . . . . . 179
New Hall . . . . .	" . . . . . 151
North Fork . . . . .	" . . . . . 158
Olivette . . . . .	" . . . . . 172
Orkney . . . . .	" . . . . . 175
O'Toole . . . . .	" . . . . . 164
Pageton . . . . .	" . . . . . 160

From	Distance to Kenova, W. Va.
Pocahontas . . . . .	Va. . . . . 171
Powhatan . . . . .	W. Va. . . . . 160
Ream . . . . .	" . . . . . 153
Rock . . . . .	" . . . . . 181
Ruth . . . . .	" . . . . . 168
Simmons . . . . .	" . . . . . 173
Springton . . . . .	" . . . . . 190
Thorpe . . . . .	" . . . . . 156
Venus . . . . .	" . . . . . 154
Vivian . . . . .	" . . . . . 153
Welch . . . . .	" . . . . . 145
Wenonah . . . . .	" . . . . . 191
Weyanoke . . . . .	" . . . . . 187
Wide Mouth . . . . .	" . . . . . 190
Wilcoe . . . . .	" . . . . . 150

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Total . . . . .	11,081
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Average distance . . . . .	163 4
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## Tug River District:

Atwell . . . . .	W. Va. . . . .	136
Bradshaw . . . . .	" . . . . .	133
Caples . . . . .	" . . . . .	142
Claren . . . . .	" . . . . .	134
Coalwood . . . . .	" . . . . .	137
Davy . . . . .	" . . . . .	137
Deegans . . . . .	" . . . . .	139
English . . . . .	" . . . . .	140
Erin . . . . .	" . . . . .	134
Hemphill . . . . .	" . . . . .	144
Iaeger . . . . .	" . . . . .	122
Juno . . . . .	" . . . . .	145
Marytown . . . . .	" . . . . .	135
Mile Branch . . . . .	" . . . . .	126
Premier . . . . .	" . . . . .	136
Rift . . . . .	" . . . . .	148
Ritter . . . . .	" . . . . .	127
Robley . . . . .	" . . . . .	132
Roderfield . . . . .	" . . . . .	131
Susanna . . . . .	" . . . . .	143

From		Distance to Kenova, W. Va.
Twin Branch .....	"	138
War .....	"	143
Wilmore .....	"	126
Yerba .....	"	139
Total .....		3,267
Average Distance .....		136.1

## Clinch Valley District No. 1:

Bailey .....	Va.	191
Blackford .....	"	191
Burks Garden .....	"	185
Cedar Bluff .....	"	167
Doran .....	"	172
Finney .....	"	191
[fol. 1175] Five Oaks .....	"	186
Gardner .....	"	183
Gillespie .....	"	173
Hockman .....	"	185
Honaker .....	"	186
Jewel .....	"	177
Lark .....	"	175
Maxwell .....	"	177
Pisgah .....	"	180
Pounding Mill .....	"	181
Putnam .....	"	185
Raven .....	"	173
Red Ash .....	"	175
Reep .....	"	190
Richlands .....	"	170
St. Clair .....	"	187
Seaboard .....	"	174
Swords Creek .....	"	181
Tazewell .....	"	183
Tip Top .....	"	192
Wittens Mill .....	"	187
Zeal .....	"	173
Total .....		5,060
Average distance .....		180.7

## Clinch Valley District No. 2:

From	Distance to Kenova, W. Va.
Artrip	195
Banner	219
Boody	208
Carterton	202
Castlewood	206
Cleveland	197
Coeburn	221
Greeno	225
Kiser	200
Loxa	227
Norton	233
Pine	218
St. Paul	209
Tacoma	226
Toms Creek	224
Viceo	214
Virginian City	213
Wards	192
Zack	205
Total	4,034
Average distance	212 3
Grand total all districts	23,442
Average distance all districts	169.09

[fol. 1176]

## EXHIBIT No. 13

Witness Williamson

Statement comparing most-distant coal-shipping station on Virginian Railway in New River District with most-distant coal-shipping station on C. & O. Ry. in New River District, Norfolk & Western Railway in its outer crescent districts, and Carolina, Clinchfield & Ohio Railway in its district taking New River District rates.

	From	Distance to Kenova, W. Va.
District	Shipping station	
C. & O. New River . . .	Lillybrook, W. Va. . . . .	173.4
C. C. & O. Railway . . .	Wilder, Va. . . . .	190
N. & W. Pocahontas . . .	Algonquin, W. Va. . . . .	191
N. & W. Tug River . . .	Rift, W. Va. . . . .	148
N. & W. Clinch. No. 1. .	Tip Top, Va. . . . .	192
N. & W. Clinch. No. 2. .	Norton, Va. . . . .	233
Virginian New River. .	Fireco, W. Va. . . . .	180

## Tariff Authorities:

- C. & O. tariffs I. C. C. Nos. 8385, 8367, and 8665.  
 N. & W. tariffs I. C. C. Nos. 4811 and 2802-B.  
 Virginian tariffs I. C. C. Nos. 1374 and 1527.  
 C. C. & O. tariff I. C. C. No. 922.

## Witness Williamson

Statement showing average distances, separately and combined from coal-shipping stations on C. & O. Ry. in Kanawha District Group No. 2, Kanawha District Group No. 3, Kentucky District Group No. 4, and Big Sandy District Group No. 5 (including main line, branches, and sub-branches) to Cincinnati, Ohio; also average distances from stations on Sandy Valley & Elkhorn Railway, Long Forks Railway, and Carolina, Clinchfield & Ohio Railway to Cincinnati, which stations take same rates to C. F. A. territory generally as C. & O. Ry. stations in Groups 2, 3, 4, and 5.

From	To Cincinnati, miles
C. & O. Ry., Stations, Group No. 3 .....	234.8
C. & O. Ry., Stations, Group No. 3 .....	242.2
C. & O. Ry., Stations, Group No. 4 .....	168.6
C. & O. Ry., Stations, Group No. 5 .....	252.4
C. & O. Ry., Stations, Groups Nos. 2, 3, 4 and 5 combined .....	230.6
Sandy Valley & Elkhorn Ry., Stations .....	282.2
Long Forks Railway Stations .....	253.3
C. C. & O. Ry., Stations, taking Group 5 rates ....	292.9

NOTE.—Distances are shown in working sheets from each Station in C. & O. Ry., Groups 2, 3, 4 and 5 and also from S. V. & E. Ry., Long Fork Ry. and C. C. & O. Ry., Stations to South Portsmouth, Ky. Distance from South Portsmouth to Cincinnati is 114.5 miles.

## Tariff References:

C. & O. Ry. Distances from C. & O. tariff I. C. C. 8367.  
C. & O. Ry. coal shipping stations from C. & O. tariff I. C. C. 8385.

S. V. & E. Ry. and L. F. Ry. distances from Official Guide.  
C. C. & O. Ry. Distances from C. C. & O. tariff I. C. C. No. 922.

Rates named in C. & O. tariff I. C. C. 8665, Supp. No. 21.

[fol. 1178] From Coal-shipping Stations in C. & O. Ry.,  
Kanawha Dist. No. 2

From (main-line stations)	Distance to South Portsmouth
Deepwater.....W. Va..	128.8
Mt. Carbon.....“ ..	126.8
Powelton Jet.....“ ..	125.6
St. Clair.....“ ..	125.3
Eagle .....	125.1
Edgewater .....	124.5
Crescent .....	123.8
Montgomery .....	122.9
Morris Creek Jet.....“ ..	122.2
Consolidated .....	121.7
Handley .....	120.8
Pratt .....	118.6
Hausford .....	117.6
Crown Hill.....“ ..	116.9
Belfrede .....	116.3
Black Cat .....	115.4
East Bank .....	114.8
Coalburg .....	112.9
Cabin Creek Jet.....“ ..	112.3
Chelyan .....	111.9
Winifrede Jet.....“ ..	109.8
Chesapeake .....	108.8
Marmet .....	105.9
South Malden.....“ ..	102.2
Charleston .....	96.8
Total .....	2,927.7

## Via Mt. Carbon

		Mt. Carbon	South Portsmouth
Kimberly .....	W. Va.	1.7	128.5
Columbia .....	" ..	2.0	128.8
Cardiff .....	" ..	3.4	130.2
Abbotts .....	" ..	3.5	130.3
Ridenour .....	" ..	4.1	130.9
Elk Ridge Jet.....	" ..	4.3	131.1
Powellton .....	" ..	5.1	131.9
Elkridge No. 1.....	" ..	6.7	133.5
Elkridge No. 2.....	" ..	6.9	133.7
Total .....		113.4	1,178.9

## Via Morris Creek Jet.

		Morris Creek Jet.	South Portsmouth
Meece .....	W. Va.	1.3	123.5
Eureka No. 14.....	" ..	2.1	124.3
Morris Creek.....	" ..	2.8	125.0
Total .....		45.2	372.8

## Via Pratt

		Pratt	South Portsmouth
Scale Yard.....	W. Va..	1.8	120.4
Gallagher .....	" ..	3.0	121.6
Livingstone .....	" ..	4.2	122.8
Banner .....	" ..	5.3	123.9
Standard .....	" ..	5.1	123.7
Bedford .....	" ..	5.2	123.8
Glenhuddy .....	" ..	7.4	126.0
Morton .....	" ..	8.2	126.8
Nuckolls .....	" ..	9.5	128.1
Whitaker .....	" ..	10.5	129.1
Green Castle.....	" ..	11.8	130.4
Burnwell .....	" ..	12.6	131.2
Imperial No. 2.....	" ..	13.2	131.8
Collinsdale .....	" ..	14.2	132.8
Mahan .....	" ..	14.8	133.4
Krebs .....	" ..	16.4	135.0
Milburn .....	" ..	16.8	135.4
Westerly .....	" ..	19.3	137.9
Mossy .....	" ..	21.0	139.6
Kingston .....	" ..	21.6	140.2
Total .....			2,593.9

## Via Cabin Creek Jet.

	Cabin Creek Jet.	South Portsmouth
Dry Branch.....W. Va..	1.9	114.2
Ronda .....	3.6	115.9
Sharon .....	4.2	116.5
Miama .....	4.8	117.1
Fairfield .....	5.2	117.5
Dawes .....	5.4	117.7
Giles .....	5.9	118.2
Oakley .....	6.8	119.1
Coal .....	7.5	119.8
Ohley .....	8.6	120.9
Cane Forks.....	9.3	121.6
Eskdale .....	10.4	122.7
Alum Lick.....	10.8	123.1
Leewood .....	11.3	123.6
Cherokee .....	11.6	123.9
Red Warrior Jet .....	12.5	124.8
Red Warrior.....	12.6	124.9
Keely .....	15.9	128.2
High Coal.....	17.4	129.7
Ferndale .....	19.1	131.4
Whitesville .....	22.8	135.1
Jarrolds Valley.....	23.5	135.8
Pettus .....	24.5	136.8
Marfork .....	25.0	137.3
Eunice .....	25.5	137.8
Emerson .....	25.8	138.1
Burch .....	26.6	138.9
Montcoal .....	28.6	140.9
Leevale .....	24.0	136.3
Dorothy .....	27.5	129.8
Sarita .....	28.1	140.4
Colcord .....	30.1	142.4
Aeme .....	13.8	126.1
Kayford .....	15.5	127.8
Holly .....	12.2	124.5
Quarrior .....	13.5	125.8
Wake Forest.....	14.0	126.3

[fol. 1179]

## Via Cabin Creek Jet.

## Cabin Creek Jet.

		Cabin Creek Jet.	South Portsmouth
Berlin .....	W. Va..	14.3	126.6
North Carbon.....	" ..	15.0	127.3
Nabob .....	" ..	15.2	127.5
Decota .....	" ..	15.9	128.2
W. V. No. 1.....	" ..	16.9	129.2
United .....	" ..	17.9	130.2
W. Va. No. 2.....	" ..	18.4	130.7
W. Va. No. 4.....	" ..	19.2	131.5
South Carbon.....	" ..	16.6	128.9
Republie No. 1.....	" ..	18.3	130.6
Republie No. 2.....	" ..	18.5	130.8
Republie No. 3.....	" ..	19.1	131.4
Total .....			6,263.8

## Via Gauley

## South Portsmouth

		South Portsmouth
Belva .....	W. Va..	142.5
Open Fork Jet.....	" ..	143.1
Eberbaugh .....	" ..	143.9
Cambria .....	" ..	145.0
Mt. Carmel.....	" ..	145.2
National .....	" ..	145.5
Scotford .....	" ..	146.4
Bentree .....	" ..	146.6
Bell Creek.....	" ..	143.3
Vaughan .....	" ..	148.0
Greendale .....	" ..	149.2
Total .....		1,598.7
Grand total.....		14,935.8
Average distance.....		127.7

From Coal-shipping Stations in C. & O. Ry., Kanawha Dist.  
No. 3

From (Main Line Stations)

Distance to  
South  
Portsmouth

Spring Hill..... W. Va.. 91.5

Via St. Albans, W. Va.

St. Albans South  
Portsmouth

Indian .....	W. Va..	2.0	86.9
Upper Falls.....	" ..	6.2	91.1
Alum Creek.....	" ..	12.1	97.0
Forks of Coal.....	" ..	13.2	98.1
Sproul .....	" ..	15.4	100.3
Brounland .....	" ..	17.5	102.4
Hollyhurst .....	" ..	18.0	102.9
Emmons .....	" ..	20.5	105.4
[fol. 1180] Gripp .....	" ..	21.5	106.4
Dartmont .....	" ..	22.8	107.7
Ashford .....	" ..	24.4	109.3
Brushston .....	" ..	25.7	110.6
Bradley .....	" ..	26.7	111.6
Burns .....	" ..	28.2	113.1
Nellis .....	" ..	28.4	113.3
Brush Creek.....	" ..	29.7	114.6
Johns .....	" ..	27.4	112.3
Peytona .....	" ..	29.2	114.1
Peytona Block No. 2.....	" ..	29.5	114.4
Peytona Block No. 1.....	" ..	30.1	115.0
Myrtle .....	" ..	30.6	115.5
Racine .....	" ..	31.1	116.0
Toneys Branch.....	" ..	32.8	117.7
Sharlow .....	" ..	33.8	118.7
Maxine .....	" ..	34.5	119.4
Joe Creek.....	" ..	35.0	119.9
Seth .....	" ..	36.2	121.1
Fred .....	" ..	39.2	124.1
Orgas .....	" ..	43.3	128.2
Big Elk Run Jet.....	" ..	48.9	133.8

South  
St. Albans    Portsmouth

Darby	W. Va.	43.7	128.6
Keith	"	43.5	128.4
Mordue	"	50.0	134.9
Eudrom	"	53.0	137.9
Vass	"	31.7	116.6
Bluetom	"	16.6	101.5
Dunlapville	"	19.7	104.6
MacCorkle	"	22.1	107.0
Dice	"	22.9	107.8
Ivaton	"	24.3	109.2
Altman	"	26.6	111.5
Horse Creek Jet	"	27.0	111.9
Craft	"	27.4	112.3
Woodville	"	28.9	113.8
Fork Junction	"	29.3	114.2
Alkol	"	30.8	115.7
Breece	"	31.9	116.8
Morrisvale	"	32.5	117.4
Dixo	"	33.2	118.1
Silush	"	33.9	118.8
Harless	"	28.4	113.3
Lory	"	29.8	114.7
Rock Creek	"	32.8	117.7
Hopkins	"	33.9	118.8
Danville	"	35.2	120.1
Madison	"	37.1	122.0
Haddleton	"	40.0	124.9
Low Gap	"	40.6	125.5
Powell Creek	"	42.3	127.2
Greenview	"	44.2	129.1
Ramage	"	45.2	130.1
Secoal	"	46.3	131.2
Jeffrey	"	47.5	132.4
Ottawa	"	48.2	133.1
Clothier	"	49.1	134.0
Selbe	"	54.3	139.2
Mifflin	"	50.2	135.1
Dobra	"	50.8	135.7
Sharples	"	51.9	136.8
[fol. 1181] Manelo	"	53.0	137.0

		St. Albans	South Portsmouth
Ardrossan .....	W. Va...	55.4	140.3
Blair .....	" ..	58.3	143.2
Sovereign .....	" ..	59.3	144.2
West Junction .....	" ..	48.7	133.6
Total .....			8,788.0

## Via Barboursville

		Barbours- ville	South Portsmouth
Guyan Brick Co.....	W. Va...	1.7	57.4
Martha .....	" ..	5.4	61.1
Inez .....	" ..	9.9	65.6
Salt Rock.....	" ..	14.0	69.7
West Hamlin.....	" ..	17.2	72.9
Sheridan .....	" ..	20.9	76.6
Branchland .....	" ..	22.4	78.1
Hubball .....	" ..	24.0	79.7
Six Mile.....	" ..	25.0	80.7
Midkiff .....	" ..	26.4	82.1
Bradys .....	" ..	28.4	84.1
Ranger .....	" ..	31.3	87.0
Lattin .....	" ..	34.7	90.4
Gill .....	" ..	36.3	92.0
Sand Creek.....	" ..	40.1	95.8
Atenville .....	" ..	42.5	98.2
Harts .....	" ..	44.1	99.8
Ferrellsburg .....	" ..	45.4	101.1
Fry .....	" ..	46.7	102.4
Toney .....	" ..	48.7	104.4
Big Creek.....	" ..	50.2	105.9
Stone Branch.....	" ..	51.4	107.1
Kitchen .....	" ..	51.8	107.5
Chapmanville .....	" ..	54.4	110.1
Pecks Mill.....	" ..	58.7	114.4
Henlawson .....	" ..	62.2	117.9
Peach Creek.....	" ..	63.4	119.1
Logan .....	" ..	65.3	121.0
Monitor Jet.....	" ..	66.1	121.8
Monitor No. 1.....	" ..	67.0	122.7
Monitor No 2.....	" ..	67.8	123.5

Barbours-      South  
ville      Portsmouth

Monaville .....	W. Va. . .	68 8	124 5
Rossmore .....	" ..	69.9	125.6
Switzer .....	" ..	71.6	127.3
Alemma .....	" ..	71.8	127.5
Mico .....	" ..	72.1	127.8
Chauncey .....	" ..	73.2	128.9
Omar .....	" ..	74.0	129.7
Barnabus .....	" ..	74.8	130.5
Stirrat .....	" ..	76.5	132.2
Gay .....	" ..	66.3	122.0
Shamrock .....	" ..	66.7	122.4
Cora .....	" ..	67.5	123.2
Whitman .....	" ..	68.9	124.6
Holden .....	" ..	69.5	125.2
Beebe Place .....	" ..	69.7	125.4
Mines 7 and 8 .....	" ..	70.5	126.2
[fol. 1182] End of Tracks .....	" ..	70.9	126.6
Verdun .....	" ..	67.9	123.6
Marne .....	" ..	68.7	124.4
Argonne .....	" ..	69.7	125.4
Guyan P. M. Co. ....	" ..	66.7	122.4
Stollings .....	" ..	67.0	122.7
McConnell .....	" ..	68.0	123.7
Rum Jet .....	" ..	70.8	126.5
Dabney .....	" ..	71.5	127.2
Dehu .....	" ..	72.3	128.0
McBeth .....	" ..	72.8	128.2
Cham .....	" ..	73.3	129.0
Orville .....	" ..	73.8	129.5
Yolyn .....	" ..	75.5	131.2
Slagle .....	" ..	77.4	133.1
Lyburn .....	" ..	72.0	127.7
Wilber .....	" ..	74.5	130.2
Manbar .....	" ..	75.4	131.1
Earling .....	" ..	75.6	131.3
Taplin .....	" ..	77.2	132.9
Man .....	" ..	78.6	134.3
Kistler .....	" ..	79.5	135.2
Lax .....	" ..	80.9	136.6
Summer Coal Co. ....	" ..	81.2	136.9

		Barbours- ville	South Portsmouth
Accoville .....	W. Va.	81.9	137.6
Braeholm .....	"	82.5	138.2
Fanco .....	"	83.2	138.9
Becco .....	"	83.5	139.2
Amherstdale .....	"	83.9	139.6
Robinette .....	"	84.8	140.5
Latrobe .....	"	86.4	142.1
Crites .....	"	87.5	143.2
Stowe .....	"	88.2	143.9
Lundale .....	"	88.5	144.2
Craneco .....	"	89.1	144.8
Lorado .....	"	90.2	145.9
Three Forks.....	"	93.5	149.2
Pardee .....	"	91.3	147.0
Foley .....	"	68.0	123.7
Fort Branch.....	"	68.4	124.1
Wanda .....	"	70.0	125.7
Rex .....	"	70.2	125.9
Ethel .....	"	70.6	126.3
Keyes .....	"	71.0	126.7
End of Line.....	"	71.2	126.9
Davin .....	"	79.7	135.4
Mallory .....	"	81.2	136.9
Huffsville .....	"	81.7	137.4
Landville .....	"	81.3	137.0
Christian .....	"	83.7	139.4
Verner .....	"	85.0	140.7
Guyco .....	"	88.9	144.6
Nagol .....	"	90.5	146.2
Total .....			12,062.0
Grand total.....			20,941.5
Average distance.....			120.3

[fol. 1183] From Coal-shipping Stations in C. & O. Ry.,  
Kentucky Dist. Group No. 4

From (Main Line Stations)

From (main-line stations)		Distance to South Portsmouth
Catlettsburg .....	Ky. .	36.4
Mitchell .....	" .	35.5
Chaffee .....	" .	34.9
Williams .....	" .	34.8
Normal .....	" .	34.4
Clyffside .....	" .	33.8
Hermann .....	" .	32.5
Norton .....	" .	32.1
Ashland .....	" .	31.2
Ashland Jet.....	" .	30.9
Bellefonte .....	" .	29.3
Russell .....	" .	36.5
Wurtland .....	" .	21.7
Kico .....	" .	21.0
Riverton .....	" .	18.7
Total .....		453.7

## Via Catlettsburg

	Cat- lettsburg	South Portsmouth
Hampton .....	Ky... 1.4	37.8
Leach .....	" .. 3.9	40.3
Savage Branch .....	" .. 5.3	41.7
Lockwood .....	" .. 8.0	44.4
Burnaugh .....	" .. 11.1	47.5
Kavan .....	" .. 12.0	48.4
Buchanan .....	" .. 13.5	49.9
Zelda .....	" .. 16.4	52.8
Fullers .....	" .. 20.3	56.7
Louisa .....	" .. 25.3	61.7
Eloise .....	" .. 26.5	62.9
Walbridge .....	" .. 27.9	64.3
Torchlight .....	" .. 30.7	67.1
Holt .....	" .. 33.1	69.5
Chapman .....	" .. 33.4	69.8
Callup .....	" .. 34.3	70.7
Beech Farm .....	" .. 36.6	73.2
Kise .....	" .. 38.4	74.8
Lowman .....	" .. 39.5	75.9
Ben Low .....	" .. 43.2	79.6
Richardson .....	" .. 43.3	79.7
Rock Branch .....	" .. 45.1	81.5
Peach Orchard .....	" .. 46.2	82.6
Graves Shoals .....	" .. 45.2	81.6
Chestnut .....	" .. 48.8	85.2
Hammond .....	" .. 51.1	87.5
White House .....	" .. 51.6	88.0
River .....	" .. 53.6	90.0
Lower Greasy .....	" .. 54.3	90.7
Offutt .....	" .. 54.5	90.9
Meeks .....	" .. 55.0	91.4
Acrogen .....	" .. 59.2	95.6
Thealka .....	" .. 59.6	96.0
Total .....		2,329.7

[fol. 1184]

## Via Ashland

		Ashland	South Portsmouth
Strait Creek .....	Ky ..	22 2	53 4
Mt. Savage .....	" ..	23 3	54 5
Hitchins .....	" ..	25 5	56 7
Leon .....	" ..	28 5	59 7
Aden .....	" ..	32 8	64 0
Corey .....	" ..	36 3	67 5
Total .....			355 8
Grand Total .....			3,139 2
Average Distance .....			54 1

From Coal-shipping Stations in C. & O. Ry., Big Sandy  
Dist., Group No. 5

## Via Catlettsburg

From		Cat- lettsburg	South Portsmouth
Paintsville .....	Ky ..	60 6	97 0
Stafford .....	" ..	61 7	98 1
Dawkins .....	" ..	61 9	98 3
Van Lear Jet .....	" ..	62 4	98 8
Lesley .....	" ..	64 4	100 8
East Point .....	" ..	66 5	102 9
Auxier .....	" ..	68 1	104 5
Mary Luck .....	" ..	69 0	105 4
Cliff .....	" ..	73 3	109 7
Prestonburg .....	" ..	74 4	110 8
Middle Creek .....	" ..	74 7	111 1
Mason .....	" ..	75 2	111 6
Colonial .....	" ..	75 6	112 0
Bull Creek .....	" ..	78 1	114 5
Alonzo .....	" ..	80 5	116 9
Emma .....	" ..	81 4	117 8
Dwale .....	" ..	83 5	119 9
Beaver Creek Jet .....	" ..	84 2	120 6
Martin .....	" ..	89 0	125 4
Dinwood .....	" ..	90 2	126 6
Arzillia .....	" ..	90 7	127 1

		Cat- lettsburg	South Portsmouth
Maytown	Ky...	92 7	129 1
Langley	"	94 7	131 1
Osborne	"	95 5	131 9
Northern	"	96 3	132 7
Bosco	"	99 2	135 6
Garrett	"	101 5	137 9
Lackey	"	102 5	138 9
Estill	"	104 1	140 5
Wayland	"	104 2	140 6
Beaver Creek	"	84 4	120 8
Banner	"	86 2	122 6
Ivel	"	88 6	125 0
Betsy Layne	"	92 3	128 7
Harold	"	94 0	130 4
Big Shoals	"	94 5	130 9
Boldman	"	95 5	131 9
Broad Bottom	"	97 0	133 4
Mossy Bottom	"	98 4	134 8
Wagner	"	98 9	153 3
[fol. 1185] Steele	"	99 0	135 4
Cabin Branch	"	99 2	135 4
Keyser	"	99 6	136 0
Coal Run	"	101 0	137 4
Pauley	"	102 8	139 2
Pikeville	"	105 3	141 7
Big Hollow	"	106 4	142 8
Land	"	107 6	144 0
Kewanee	"	110 2	146 6
Fords Branch	"	111 9	148 3
Shelby	"	113 7	150 1
Ward	"	115 9	152 3
Greasy Creek	"	119 4	155 8
The Forks	"	117 1	153 5
Timber	"	117 6	154 0
Daniels	"	119 9	156 3
Morrowbone	"	120 9	157 3
Wolfpit	"	122 1	158 5
Rockhouse	"	125 1	161 5
Lookout	"	126 4	162 8
Henry Clay	"	127 1	163 5

		Cat- lettsburg	South Portsmouth
Thornhill .....	Ky...	127 4	163 8
Big Branch .....	" ..	127 7	164 1
Coaldale Jet .....	" ..	128 1	164 5
Coaldale .....	" ..	129 6	166 0
Hellier .....	" ..	128 7	165 1
Greenough .....	" ..	128 9	165 3
Beddow .....	" ..	129 7	166 1
Allegheny .....	" ..	130 7	167 1
Lonney .....	" ..	123 1	159 5
Pond Creek .....	" ..	124 1	160 5
Belcher .....	" ..	125 9	162 3
Dunleary .....	" ..	127 1	163 5
Elkhorn City .....	" ..	128 6	165 0
Grand Total.....			10,107 3
Average Distance.....			137 9

Distance from Stations on Sandy Valley & Elkhorn Rail-  
way

From		Distance to	
		Shelby	South Portsmouth
Yeager .....	Ky ..	4 1	154 2
Penny .....	" ..	8 1	158 2
Virgie .....	" ..	10 8	160 9
Elswick .....	" ..	13 2	162 3
Shelby Gap .....	" ..	22 7	172 8
Burdine .....	" ..	25 4	175 5
Jenkins .....	" ..	28 1	178 2
Dunham .....	" ..	29 8	179 9
Total .....		142 0	1,342 0
Average Distance.....		17 7	167 7

## [fol. 1186] Distance from Stations on Long Fork Railway

From		Distance to	
		Martin	South Portsmouth
Hite .....	Ky..	1 1	126 5
Salisbury .....	" ..	3 1	128 5
Gibson .....	" ..	8 4	133 8
McDowell .....	" ..	10 2	135 6
Borders .....	" ..	12 1	137 5
Gearheat .....	" ..	13 3	138 9
Clear Creek .....	" ..	16 2	141 6
Buckinham .....	" ..	18 2	143 6
Wheelwright .....	" ..	18 6	144 0
Weeksbury .....	" ..	23 2	148 6
East Weeksbury .....	" ..	25 1	150 5
Total .....		149 5	1,528 9

Average Distance ..... 13 6      138 9

Distance from Stations on Carolina, Clinchfield & Ohio  
Railway

From		Distance to	
		Elkhorn, City, Ky.	South Portsmouth
Elkhorn City .....	Ky..	..	165
Falls Branch .....	Va ..	7	172
Spash Dam .....	Va ..	10	175
Haysi .....	Va ..	11	176
Delano .....	Va ..	15	180
Steinman .....	Va ..	15	180
Moss .....	" ..	17	182
Trammell .....	" ..	32	197
Total .....		107	1,427
Average Distance .....		13 6	138 9

[fol. 1187]

## EXHIBIT No. 15

Witness Williamson

Statement of Rates on Bituminous Coal from Coal Shipping Stations on Chesapeake & Ohio, Norfolk & Western, and Virginian Railways to Tidewater Points for Transshipment Beyond Virginian Capes

Rates per ton 2,240 pounds from

To	C. & O. Ry., New River district	N. & W. Ry., Pocahontas, Tug River, and Clinch Valley Nos. 1 and 2 districts	Virginian Ry., New River district
Newport News, Va....	\$2.52	.....	.....
Norfolk (Lambert's Point), Va. ....		\$2.52	.....
Sewall's Point, Va. ....		.....	\$2.52

## Tariff Authorities:

C. &amp; O. Ry. I. C. C. No. 9311.

N. &amp; W. Ry. I. C. C. No. 2963-B.

Virginian Ry. I. C. C. No. 1541.

[fol. 1188]

## EXHIBIT No. 16

Witness Williamson

## Statement of Rates on Bituminous Coal from Coal Shipping Stations on Chesapeake &amp; Ohio, Norfolk &amp; Western, and Virginian Railways to Representative Destinations in Southeast

Rates per ton 2,000 pounds from

To	C. & O. Ry., New River district	N. & W. Ry., Pocahontas, Tug River, and Clinch Valley Nos. 1 and 2 districts	Virginian Ry., New River district
Jacksonville, Fla. . . . .	\$3.63	\$3.63	\$3.63
Atlanta, Ga. . . . .	3.71	3.71	3.71
Savannah, Ga. . . . .	3.29	3.29	3.29
Waycross, Ga. . . . .	3.74	3.74	3.74
Raleigh, N. C. . . . .	3.20	3.20	3.20
Charlotte, N. C. . . . .	3.22	3.22	3.22
Columbia, S. C. . . . .	3.38	3.38	3.38
Greenville, S. C. . . . .	3.38	3.38	3.38

## Tariff Authorities:

C. &amp; O. Ry. I. C. C. No. 8677, Supp. 5.

N. &amp; W. Ry. I. C. C. No. 2901-B.

Virginian Ry. I. C. C. No. 1480.

## Comparison of Rates on Classes and Various Commodities From Hot Coal, W. Va., Virginian Railway, and Hot Coal, W.

Rates in cents per hundred pounds from Hot C

From Hot Coal, W. Va., to	Classes												Lumber		V
	1		2		3		4		5		6				
	Vgn.	C. & O.	Vgn.	C. & O.	Vgn.	C. & O.	Vgn.	C. & O.	Vgn.	C. & O.	Vgn.	C. & O.	Vgn.	C. & O.	
Chicago, Ill.	1 48	1 48	1 29	1 29	1 02	1 02	72½	72½	63	63	52	52	36	35½	
Cleveland, O.	1 28½	1 28½	1 11½	1 11½	84½	84½	60½	60½	52	52	43	43	31	30½	
Detroit, Mich.	1 28½	1 28½	1 11½	1 11½	85	85	61	61	52½	52½	43½	43½	31	30½	
Buffalo, N. Y.	1 28½	1 28½	1 11½	1 11½	84½	84½	60½	60½	52	52	43	43	36½	36	
Pittsburgh, Pa.	1 28½	1 28½	1 11½	1 11½	84½	84½	60½	60½	52	52	43	43	31½	31½	
Indianapolis, Ind.	1 38	1 38	1 20½	1 20½	95½	95½	68	68	59	59	48½	48½	32	31½	

## Tariff Authorities:

A. P. Gilbert's I. C. C. Nos. 94, 107 and 112.  
 Virginian I. C. C. No. 1500 and 1531.  
 C. & O. Ry. I. C. C. No. 9171.

EXHIBIT No. 18

Witness Williamson

Railway, and Hot Coal, W. Va., Chesapeake & Ohio Railway, to Representative Destinations in C. F. A. Territory

hundred pounds from Hot Coal, W. Va.

Lumber		Asphaltum		Bleach		Brick		Clay		Gravel		Crude limestone		Stone : curbing & flagging		Talc	
Vgn.	C. & O.	Vgn.	C. & O.	Vgn.	C. & O.	Vgn.	C. & O.	Vgn.	C. & O.	Vgn.	C. & O.	Vgn.	C. & O.	Vgn.	C. & O.	Vgn.	C. & O.
36	35½	41	41	48	48	44½	44½	44½	44½	37	37	37	37	43	43	44½	44½
31	30½	34½	34½	39	39	37	37	38	38	30½	30½	30½	30½	35	35	38	38
31	30½	34½	34½	39	39	37	37	38	38	30½	30½	30½	30½	35	35	38	38
36½	36	34½	34½	39	39	37	37	38	38	30½	30½	30½	30½	35	35	38	38
31½	31½	34½	34½	39	39	37	37	38	38	30½	30½	30½	30½	35	35	38	38
32	31½	38½	38½	45½	45½	42	42	42	42	35	35	35	35	40	40	42	42

[fol. 1189]

## EXHIBIT No. 17

Witness Williamson

Statement Showing Comparison of Rates on Bituminous Coal from Complainant's Mine at Hot Coal, W. Va., on Virginian Railroad, with Rates from Chesapeake & Ohio Railway, New River District, to Representative Destinations in Central Freight Association Territory

To	Rate per net ton from	
	Hot Coal W. Va. (Vir- ginian Ry.)	C. & O. Ry., New River district
Columbus, O. ....	\$4.41	\$2.09
Cleveland, O. ....	4.91	2.59
Indianapolis, Ind. ....	5.04	2.62
Detroit, Mich. ....	5.10	2.78
Chicago, Ill. ....	5.61	3.24
Buffalo, N. Y. ....	5.80	3.48

## Tariff Authorities:

C. & O. tariff I. C. C. No. 8665, Supp. No. 21.  
Virginian tariff I. C. C. No. 1542.

(Here follows Exhibit No. 18, witness Williamson, side folio  
page 1190)

[fol. 1191]

## EXHIBIT IN EVIDENCE

BEFORE THE INTERSTATE COMMERCE COMMISSION

I. C. C. Docket No. —

WYOMING COAL COMPANY et al., Complainants,  
vs.

THE VIRGINIAN RAILWAY COMPANY et al., Defendants

## Complaint

Francis B. James, Commerce Counsel; E. E. William-  
son, Rate and Transportation Specialist; Ewing H. Scott,

Commerce Counsel, 803-808 Westory Building, Washington, D. C., on behalf of complainants.

Washington, D. C., November 9, 1922.

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[fol. 1192] BEFORE THE INTERSTATE COMMERCE COMMISSION

I. C. C. Docket No. —

WYOMING COAL COMPANY, WILTON SMOKELESS COAL COMPANY, TRACE FORK COAL COMPANY, DEVIL'S FORK COAL COMPANY, MILLER-POCAHONTAS COAL COMPANY, and LECKIE FIRE CREEK SMOKELESS COAL COMPANY, Complainants,

vs.

THE VIRGINIAN RAILWAY COMPANY et al., Defendants

### Complaint

Complaint of the above named complainants shows:

#### I

That complainant, Wyoming Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known as "smokeless coal"; that its mine is located at Wyco, Wyoming County, West Virginia, on the Virginian Railway in the territory commonly known as the New River District; that said company maintains its principal office at Tams, West Virginia.

#### II

That complainant, Wilton Smokeless Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known as "smokeless coal";

that its mines are located at or near Jonben, West Virginia, on the Virginian Railway in the territory commonly known as the New River District; that said company maintains its principal office at Beckley, West Virginia.

### III

That complainant, Trace Fork Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known as "smokeless coal"; that its mines are located at or near Tracoal, West Virginia, on the Virginian Railway in the territory commonly known as the New River District; that said company maintains its principal office at Tracoal, West Virginia.

[fol. 1194]

### IV

That complainant, Devil's Fork Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known as "smokeless coal"; that its mines are located at or near Devil's Fork, West Virginia, on the Virginian Railway in the territory commonly known as the New River District; that said company maintains its principal office at Devil's Fork, West Virginia.

### V

That complainant, Miller-Pocahontas Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known as "smokeless coal"; that its mines are located at or near Corinne, West Virginia, on the Virginian Railway in the territory commonly known as the New River District; that said company maintains its principal office at Corinne, West Virginia.

## VI

That Complainant, Leckie Fire Creek Smokeless Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known as "smokeless coal"; that its mine is located at or near Fireco, [fol. 1195] West Virginia, on the Virginian Railway in the territory commonly known as the New River District; that said company maintains its principal office at Welch, West Virginia.

## VII

That defendants, carriers named in Appendix "A" hereto attached and by reference made a part hereof, are common carriers engaged in the transportation of property, including coal, wholly by railroad and partly by railroad and partly by water between points in the State of West Virginia and points in the States of Kentucky, Virginia, Ohio, Indiana, Illinois, Michigan, Pennsylvania, New York, District of Columbia, and other States of the United States and the Dominion of Canada, and as such common carriers are subject to the provisions of the Interstate Commerce Act, and all acts amendatory thereof and supplementary thereto including the Transportation Act of 1920.

## VIII

That there is a large territory in the United States commonly known as the "New River District," "Pocahontas District," "Tug River District," and "Winding Gulf District," wherein there are large deposits of bituminous coal known as semi-bituminous coal and popularly referred to as "smokeless coal," and that there are numerous mines, large and small, throughout said territory wherein is mined and produced said semi-bituminous coal, and the operators of said mines produce and mine said coal and sell said coal and ship and transport said coal in interstate and foreign commerce; that said semi-bituminous coal is used for domestic coal, for the production of steam and for the produc- [fol. 1196] tion of light, heat and power, and as railroad

fuel and as bunker coal, and is used in supplying fuel for ships forming part and parcel of the United States Navy and the Merchant Marine, and in ships in the coastwise trade, in the foreign trade, and the inland waterways and on the Lakes, and is used for by-product purposes; that the producers of said coal, including the complainants, are in active and sharp competition; that the fostering, promotion and stimulation of the production and distribution of said semi-bituminous coal is necessary and desirable in the public interest; that all of said semi-bituminous coal is in sharp competition; that it is necessary and desirable in the public interest and it is just and reasonable that all of said coal should be maintained on a competitive basis, and that rates from all of said territory producing said semi-bituminous coal should be upon a parity to common destinations in interstate commerce, and that the carriers serving said territory have as a rule maintained common rates known as "district rates," from all said points of production to common points of destination in interstate commerce; that it is desirable in the public interest that consumers of said coal may resort to many markets and bring said markets into competition.

## IX

That the mines and lands of complainants are geographically, geologically and commercially and from a transportation point of view, within the territory described in paragraph VIII wherein a common group rate is generally applicable throughout said territory from mines on main lines and branches.

[fol. 1197]

## X

That defendant, Chesapeake & Ohio Railway Company, issues and publishes and files with the Interstate Commerce Commission numerous tariffs naming joint through rates on the group basis from coal operations located on its main line and branch lines in the New River District, to various points of destination, a list of which tariffs is set forth in Appendix "B" of this complaint, which tariffs set forth in said Appendix "B" are by reference made part and parcel of this complaint.

## XI

That defendants have failed, neglected or refused to establish and put in force joint through rates on coal from complainants mines on the Virginian Railway to interstate destinations named in the tariffs set forth in said Appendix "B" to this complaint; that the rates now maintained from complainants' coal operations to points of destination enumerated in said tariffs set forth in said Exhibit "B," are made up of the combination of local rates published by the Virginian Railway plus rates published by the Chesapeake & Ohio Railway; that said combination rates are so excessive as to render it utterly impossible for complainants to dispose of the products of their mines at points of destination enumerated in said tariffs set forth in said Appendix "B" in competition with other coal producing companies in the New River District served by the Chesapeake & Ohio Railway and enjoying so-called New River District rates.

[fol. 1198]

## XII

That defendant, The Virginian Railway Company, has by certain trackage contracts and operating agreements entered into with defendant, Chesapeake & Ohio Railway Company, secured to numerous coal operations in New River District located on lines owned and operated by said defendant, The Virginian Railway Company, the New River District group basis of rates on coal traffic both eastbound and westbound via the Chesapeake & Ohio Railway and its connections; that the coal shipping stations at which said coal operations are located are named in the tariffs of the Chesapeake & Ohio Railway as Chesapeake & Ohio Railway stations, and said company publishes and applies the New River District group rates from said operations the same as from operations in the New River District located locally on its own lines; that said operations by reason of the joint service accorded under the terms of said trackage contracts and operating agreements are unduly and unjustly preferred to the undue, unjust and unreasonable prejudice and disadvantage of complainant's mines; that by reason of said trackage contracts and operating agreements

competitors of complainants in the New River District are given the benefit of the service and the rates of both lines while the service and the rates of both lines are denied to complainants; that defendants by giving to competitors of complainants in the New River District the benefit of the service and the rates on both lines under the terms of said [fol. 1199] trackage contracts and operating agreements while denying to complainants the benefit of the service and the rates of both lines give to said competitors of complainants an undue preference and advantage and subject complainants to undue prejudice and disadvantage.

### XIII

That the defendant, Chesapeake & Ohio Railway Company, by tariffs duly filed with the Commission, publishes and applies New River District group rates on bituminous coal from St. Paul, Virginia, and other originating stations served by the Carolina, Clinchfield & Ohio Railroad, to points of destination throughout Central Freight Association territory (Chesapeake & Ohio Tariff I. C. C. No. 8665); that coal operations located at or near St. Paul, Virginia, and other originating stations on the Carolina, Clinchfield & Ohio Railroad from which joint through rates on coal are named by the Chesapeake & Ohio Railway Company on the New River District basis to destination generally throughout Central Freight Association territory are by reason of the facts alleged accorded an undue and unreasonable preference and advantage to the undue, unjust and unreasonable prejudice and disadvantage of complainants' mines.

### XIV

That there is a present and constantly increasing demand for coal produced at complainants' mines at points of destination enumerated in said tariffs set forth in said [fol. 1200] Appendix "B" and it is therefore necessary and desirable in the public interest that defendant carriers should issue, publish and file with the Interstate Commerce Commission joint through rates from the coal operations of complainants located on the line of railroad of defendant, The Virginian Railway Company, to said desti-

nations on the same basis as the rates applying from mines of complainants' competitors located on the Chesapeake & Ohio Railway in the New River District.

## XV

That by reason of the facts aforesaid complainants have been subjected to rates for transportation which were and are unjust and unreasonable in violation of Section 1 of the Interstate Commerce Act, and unduly prejudicial in violation of Section 3 thereof.

Wherefore, complainants pray that defendant carriers may be required to answer the charges herein; that after due hearing and investigation an order may be made commanding defendant carriers, and each of them, to cease and desist from the aforesaid violations of said Interstate Commerce Act and all acts amendatory thereof and supplemental thereto, particularly the Transportation Act of 1920, and establish and put in force and apply in the future to the transportation of coal from complainants' mines to destinations enumerated in the tariffs set forth in Appendix "B" hereof, joint through rates on the New River District basis in lieu of the present unjust, unreasonable, unduly prejudicial and discriminatory rates, and that such [fol. 1201] further order or orders be made as the Commission may consider proper in the premises.

Respectfully submitted, Wyoming Coal Company, by Francis B. James, Its Attorney in Fact and Counsel. Wilton Smokeless Coal Company, by Francis B. James, Its Attorney in Fact and Counsel. Trace Fork Coal Company, by Francis B. James, Its Attorney in Fact and Counsel. Devil's Fork Coal Company, by Francis B. James, Its Attorney in Fact and Counsel. Miller-Pocahontas Coal Company, by Francis B. James, Its Attorney in Fact and Counsel. Leekie Fire Creek Smokeless Coal Company, by Francis B. James, Its Attorney in Fact and Counsel.

Washington, D. C., November 9, 1922.

[fol. 1202]

## Appendix "A"

Defendant Carriers by Reference Made Parties Defendant  
to This Complaint

The Virginian Railway Company,  
 The Chesapeake & Ohio Railway Company,  
 The Chesapeake & Ohio Railway Company of Indiana,  
 Chesapeake Steamship Company,  
 Chesapeake Western Railway,  
 Ann Arbor Railroad Company,  
 The Atchison, Topeka & Santa Fe Railway Company,  
 Baltimore & Ohio Chicago Terminal Railroad Company,  
 The Baltimore & Ohio Railroad Company,  
 Boyne City, Gaylor & Alpena Railroad Company,  
 Carolina, Clinchfield & Ohio Railway,  
 Central Indiana Railway Company,  
 The Chesapeake and Ohio Northern Railway Company,  
 The Chicago & Alton Railroad Company,  
 Chicago, Burlington & Quincy Railroad Company,  
 Chicago & Eastern Illinois Railroad Company, and William  
 J. Jackson, Receiver,  
 Chicago & Erie Railroad Company,  
 Chicago Great Western Railroad Company,  
 The Chicago, Indianapolis & Louisville Railway Company,  
 Chicago, Kalamazoo & Saginaw Railway Company,  
 Chicago, Milwaukee & Gary Railway Company,  
 Chicago, Milwaukee & St. Paul Railroad,  
 Chicago & Northwestern Railway Company,  
 Chicago, Peoria & St. Louis Railroad Company, and Blu-  
 ford Wilson and Wm. Cotter, Receivers,  
 The Chicago, Rock Island & Pacific Railway Company,  
 [fol. 1203] Cincinnati, Georgetown & Portsmouth Railroad,  
 The Cincinnati, Indianapolis & Western Railroad Company,  
 The Cincinnati, Lebanon & Northern Railway Company,  
 The Cleveland, Cincinnati, Chicago & St. Louis Railway  
 Company,  
 The Dayton & Union Railroad Company,  
 The Dayton, Toledo and Chicago Railway Company,  
 The Detroit & Huron Railway Company,  
 Detroit & Mackinac Railway Company,  
 Detroit, Toledo & Ironton Railroad Company,

Detroit and Toledo Shore Line Railroad Company,  
 The East Jordan and Southern Railway Company,  
 Elgin, Joliet & Eastern Railway Company,  
 Erie Railroad Company,  
 Erie & Michigan Railway and Navigation Company,  
 Felicity & Bethel Railroad Company,  
 Fort Wayne, Cincinnati & Louisville Railroad Company,  
 Grand Rapids & Indiana Railway Company,  
 Grand Trunk Western Railway Company,  
 The Home Avenue Railroad Company,  
 The Hocking Valley Railway Company,  
 Illinois Central Railroad Company,  
 Illinois Terminal Railroad Company,  
 Indiana Harbor Belt Railroad Company,  
 Kalamazoo, Lake Shore & Chicago Railway Company,  
 The Kanawha & Michigan Railway Company,  
 Kentucky & Indiana Terminal Railroad Company,  
 The Lake Erie & Western Railroad Company,  
 The Lorain, Ashland & Southern Railroad Company,  
 The Lorain & West Virginia Railway Company,  
 Louisville, Henderson & St. Louis Railway Company,  
 [fol. 1204] Louisville & Nashville Railroad Company,  
 Manistee & Northeastern Railroad, and The Michigan  
 Trust Company, Receiver,  
 Michigan Railroad Company,  
 The Michigan Central Railroad Company,  
 The Minneapolis & St. Louis Railroad Company,  
 New Jersey, Indiana & Illinois Railroad,  
 The New York Central Railroad Company,  
 The New York, Chicago & St. Louis Railroad Company,  
 Norfolk & Western Railway Company,  
 The Northern Ohio Railway Company,  
 The Ohio Electric Railway Company, and B. J. Jones, Re-  
 ceiver,  
 The Pennsylvania Railroad Company, Western Lines,  
 The Pennsylvania Railroad Company,  
 Peoria & Pekin Union Railway Company,  
 Pere Marquette Railway Company,  
 The Pittsburgh, Cincinnati, Chicago & St. Louis Railroad  
 Company,  
 The Pittsburgh & Lake Erie Railroad Company,  
 Pontiac, Oxford & Northern Railroad Company,

Rapid City, Black Hills and Western Railroad Company,  
 The Rapid Railway Company,  
 Rapid Railroad Company,  
 St. Louis and Hannibal Railroad Company,  
 St. Louis Merchants Bridge Terminal Railway Company,  
 St. Louis Transfer Railway Company,  
 Southern Railway Company,  
 Terminal Railroad Association of St. Louis,  
 The Toledo & Ohio Central Railway Company,  
 [fol. 1205] Toledo, Peoria & Western Railway Company,  
 and S. M. Russell, Receiver,  
 Toledo, St. Louis & Western Railroad Company, and W. L.  
 Ross, Receiver,  
 The Toledo & Western Railroad Company,  
 Wabash Railway Company,  
 The Wabash, Chester & Western Railroad Company,  
 The Wheeling & Lake Erie Railway Company,  
 Wiggins Ferry Company,  
 The Zanesville & Western Railway Company.

### Appendix "B"

#### Tariffs by Reference Made Part and Parcel of this Complaint

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8665 and Supplements Nos. 14, 21 and 25 thereto.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 9368.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 9363.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 9206 and Supplement No. 1 thereto.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 9366.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 9369.

[fol. 1206] INTERSTATE COMMERCE COMMISSION

Docket No. 13832

EXHIBIT No. 20

Witness Scott

[fol. 1207] The Application of the Virginian Railway Company to the United States Railroad Administration for Just Compensation for the Use of Its Railroad During Federal Control

Applicant, the Virginian Railway Company, a corporation of Virginia, respectfully represents that, pursuant to the Act of Congress of March 21, 1918, the Interstate Commerce Commission has certified the amount of the average annual railway operating income of Applicant for the three years ended June 30, 1917, as \$3,247,603.41. And Applicant further represents that during all of said period of three years ended June 30, 1917, its condition was so exceptional as to make its average annual railway operating income for said period plainly inequitable as a fair measure of just compensation to it for the use of its railroad under Federal control, because:

(a) During nearly all the year ended June 30, 1915, and the early part of the following year, it was subject to abnormal conditions peculiarly and unfavorably affecting its traffic and causing a considerable shortage in both gross and net income as compared with what would have been the results under normal conditions.

(b) Applicant had made considerable expenditures for additions, improvements and equipment, prior to January 1, 1918, some of which were not at all reflected in the railway operating income for the said three year period, and others were not fully reflected in the railway operating income of said period or any substantial part thereof.

(c) During the whole of said three year period, Applicant's traffic was in such an undeveloped condition that in no one of said years did its railway operating income reflect the fair value of its property or constitute a fair measure of just compensation for the use of its property for any subsequent period.

And Applicant respectfully asks that the sum to be paid it annually as just compensation for the use of its property, pursuant to the Act of Congress of March 21, 1918, and to be inserted in the contract which it proposes to make with the Director General of Railroads, pursuant to the provisions of said Act, be not limited to its average annual railway operating income for the said three year period, but may be such sum as under the circumstances of Applicant's particular case shall be deemed just, which Applicant respectfully avers should not be less than \$5,200,000.

In support of this application, the following facts are respectfully presented.

[fol. 1208]

# I

## The Property of the Virginian Railway Company

On January 1, 1918, the date as of which for the purposes of the proposed contract Applicant's property is to be regarded as taken over, its property consisted of the following:

1. Its railway, which consisted, as shown by the statement of "Mileage in Operation" of its Eighth Annual Report for the (calendar and fiscal) year 1917, of the following:

### Lines Owned:

	Miles
Sewalls Point, Va., to Deepwater, W. Va. (5.05 miles double track) .....	440.69
Connection near Tidewater Junction, Va. ....	0.17

### Shockley Branch:

Glen White Junction, W. Va., to (No name) .....	1.62
West Wye at Glen White Junction, W. Va. ....	0.33

### Winding Gulf Branch:

Mullens, W. Va., to Pemberton, W. Va. ....	23.71
East Wye at Mullens, W. Va. ....	0.34

### Upper Winding Gulf Branch:

Loop Junction, W. Va., to Winding Gulf, W. Va. ....	2.17
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## Allen Creek Branch:

	Miles
Allen, W. Va., to Wyco, W. Va. . . . .	1.12

## Stone Coal Branch:

Amigo, W. Va., to Lego, W. Va. . . . .	7.51
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## Devils Fork Branch:

Junction with Stone Coal Branch to Amigo Mine, W. Va. . . . .	1.09
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## White Oak Railway Branch:

Oakwood and Carlisle, W. Va., to Lochgelly, W. Va. . . . .	6.87
Duncan's Crossing, W. Va., to near Bishop, W. Va. . . . .	1.14
—	8.01

486.76

## Lines Leased:

## The Virginian Terminal Railway Company:

Center of Boush Creek, Va., to end of Coal Pier . . . . .	1.75
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Tracks of Other Companies Used  
Jointly Under Trackage Rights:

## White Oak Railway Company:

Price Hill Junction, W. Va., to Price Hill, W. Va. . . . .	2.33
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## Piney River &amp; Paint Creek Railroad:

Beckley Junction, W. Va., to Pros- perity, W. Va. . . . .	6.69
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## Norfolk Southern Railroad:

Norfolk, Va., to connection near Tide- water Junction, Va. (1.38 miles double track) . . . . .	1.74
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## E. E. White Coal Company:

End of Shockley Branch to Glen White, W. Va. . . . .	1.46
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## Norfolk Terminal Railway Company:

	Miles
Norfolk, Va. (0.35 miles double track)	0.36

## The Chesapeake &amp; Ohio Railway Company:

Pemberton, W. Va., to Westwood, W. Va., and Pemberton, W. Va., to Woodpeck, W. Va. ....	11.53	
	<hr/>	24.11

Total mileage operated .....	512.62
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First Track, operated .....	488.51
First Track, used jointly .....	24.11
Second Track, operated .....	5.05
Second Track, used jointly .....	1.73
Sidings and Yards .....	251.17

Total, all tracks .....	770.57
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## [fol. 1209] Mileage operated (By States):

Virginia .....	333.50
West Virginia .....	179.12
	<hr/>
	512.62

In addition, on January 1, 1918, there were placed in operation newly completed tracks, all owned by Applicant, and all in West Virginia, as follows:

Upper portion Stone Coal Branch .....	1.54
Piney Creek Extension of Winding Gulf Branch ..	7.25

Total .....	8.79
-------------	------

So that the property as taken over by the Railroad Administration had mileage as follows:

	Miles
Lines owned .....	495.55
Lines leased .....	1.75
Tracks of other companies used under trackage rights .....	24.11
	<hr/>
Total mileage operated .....	521.41
Total track mileage .....	779.36

	Miles
Mileage operated, Virginia .....	333.50
Mileage operated, West Virginia .....	187.91
Total .....	<u>521.41</u>

And when the railway was taken over, there were under construction.

New double track, Clarks Gap Hill, M. P. 371.5 to M. P. 366.4 .....	5.1
Branch Main Line, Guyandotte River .....	2.4
Branch Main Line, Beards Fork .....	2.5

Note that the Piney Creek Extension, while not formally in operation until January 1, 1918, handled in the year 1917 coal to the amount of 288,263 tons, and that a substantial amount of business was being done on the 2.4 miles of Guyandotte River Branch Line, the coal therefrom during the last six months of 1917 amounting to 53,634 tons, though on January 1, 1918, it was still under construction and not formally placed in operation.

2. The equipment of the railway in service on January 1, 1918, which consisted of the following:

10 passenger locomotives with an aggregate tractive power of .....	252,000 lbs.
99 freight locomotives, including 25 Mallets, with an aggregate tractive power of .....	6,135,700 lbs.
46 passenger, baggage, mail and express cars.	
1,581 box, stock and flat cars with an aggregate capacity of .....	63,240 tons
6,994 coal cars, of 100,000 lbs. capacity and over, with an aggregate capacity of .....	358,285 tons
152 cars, pile drivers, cranes, cabooses, etc., for Company service	
4 barges.	

Of the coal cars mentioned, 665 of 110,000 pounds capacity each were delivered and placed in service between November 1, 1917, and January 1, 1918, and were part of a purchase of 1,000 such cars. These cars under the con-

tract for their construction were delivered at the works of the builder, and were, or most of them were, loaded on other lines as soon as delivered. But through an error only the 456 cars which had reached Applicant's rails on December 31, 1917, were listed in Applicant's Annual Report for 1917, the 209 cars of this purchase which had been shipped from the works but had not yet reached Applicant's rails on December 31, 1917, being omitted. The remaining 335 were delivered early in 1918.

In addition Applicant had in December, 1916, contracted for 10 large Mallet locomotives of 800,000 pounds weight and 147,200 pounds tractive effort each, to be delivered in October, 1917. These were held back by the Government's order for priority to be given engines for France and Russia, and were not delivered until 1918.

3. Materials and Supplies of the aggregate value of about \$1,500,000.00, probably somewhat more, were taken over, but while an inventory thereof is in progress, we understand it has not been completed, and the value, therefore, cannot be exactly stated.

4. Cash on Hand and in Bank, accounts receivable, agents' and conductors' balances, etc., taken over by the Government on January 1, 1918, amounted to the sum of \$3,458,513.21.

With this application, but under separate cover, is submitted a map and profile of the Virginian Railway, corrected to January 1, 1918, showing connections, grades, stations, coal and water stations and other details. And facing this page is a map, also corrected to January 1, 1918, showing the main and branch lines and connections in the coal fields, all mines from which the Virginian Railway was getting coal tonnage and mines under development on said date, distinguishing between mines served or to be served exclusively by the Virginian Railway and joint mines.

## II

### A Brief History

The construction of the main line of Applicant's railway was begun in 1903 in West Virginia, some three or four miles of road built several years previously being a nucleus;

construction on the Virginia end of the line was begun in 1904; track laying was completed so as to make a continuous line of main track from Deepwater, West Virginia, to Sewalls Point, near Norfolk, Virginia, early in 1909, and the road was formally regarded as placed in operation July 1, 1909.

The branch lines in operation January 1, 1918, (mileage stated on pages 2 and 3), all of which were built or acquired primarily for coal tonnage, though considerable other freight and passenger business is incident thereto, were respectively begun and placed in operation as follows:

Branch line	Begun	In operation
Shockley .....	June, 1908 .....	July 1, 1910
Winding Gulf .....	October, 1908 .....	July 1, 1911
Upper Winding Gulf ..	November, 1908 .....	July 1, 1911
Allen Creek .....	July, 1914 .....	January 1, 1915
Stone Coal .....	July, 1915; 5 miles ..	July 1, 1916
.....	2.51 " ..	January 1, 1917
.....	1.54 " ..	January 1, 1918
Devils Fork .....	April, 1915 .....	January 1, 1916
Piney Creek Extension	February, 1916 ...	January, 1918

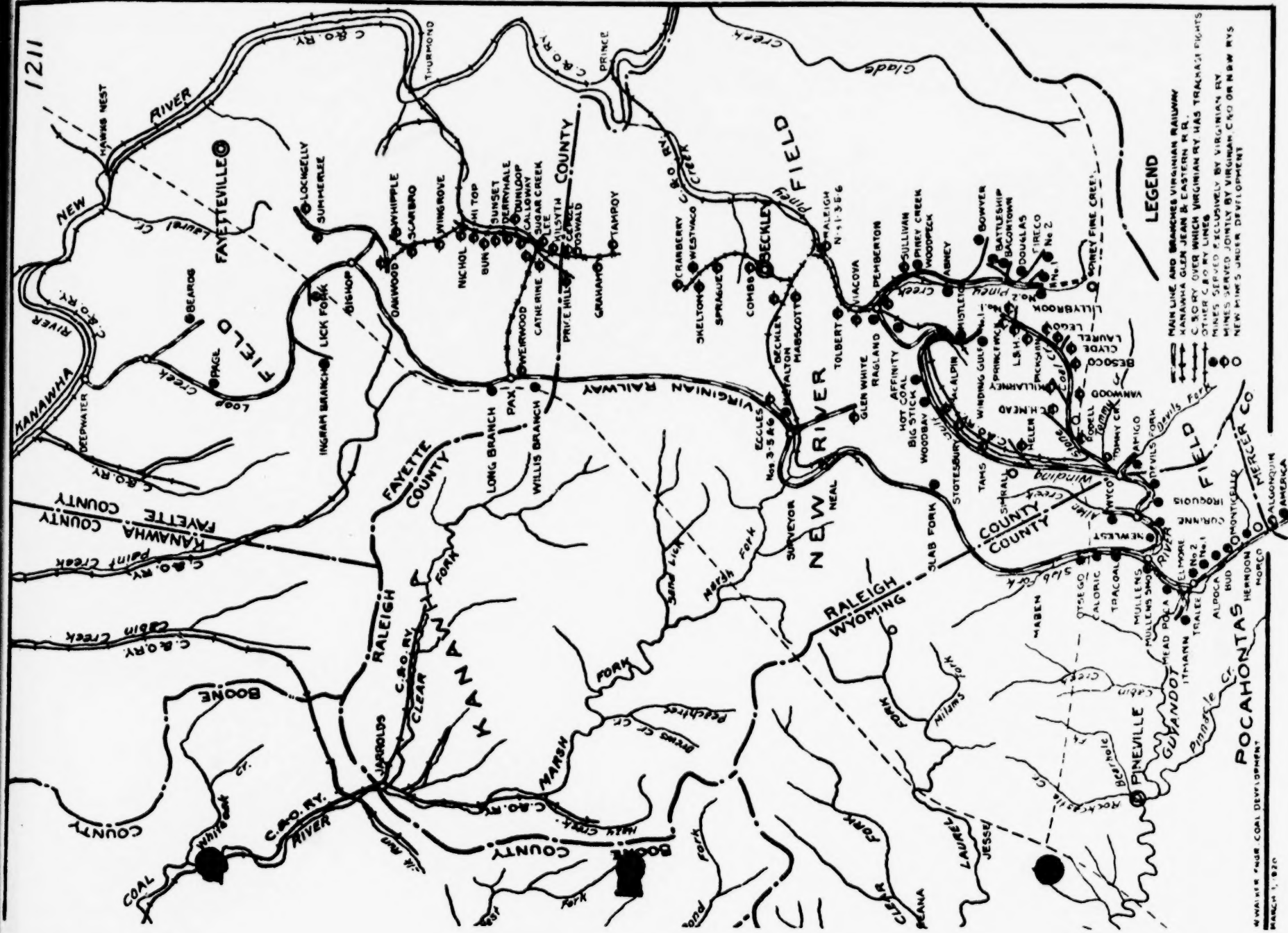
The White Oak Railway Branch was acquired by purchase December 31, 1917, but had been in operation by Applicant under a lease for about five years prior thereto.

On January 1, 1918, Applicant's investment in road and equipment as shown by its records was \$89,965,411.18 net after deducting depreciation on equipment.

(Here follows map, side folio page 1211)

[fol. 1212] When the construction of Applicant railway was begun, its route in West Virginia was through a territory tremendously rich in natural resources of coal and timber, but theretofore entirely undeveloped. In Virginia, the line also ran through a comparatively undeveloped country of very considerable natural resources in lumber, iron, limestone and agricultural products.

The almost complete absence of prior development in the territory traversed by the Railway has made Applicant's business a matter of gradual development, and in the opinion of its officers, it is justified in maintaining that



its traffic during the period of three years ended June 30, 1917, was in such an undeveloped condition as to support a claim on that account for a larger sum than its average annual railway operating income for said three years as just compensation for the use of its property during Federal control.

Roughly speaking, about 90% of the tonnage of Applicant consists of, and about 80% of its total gross income comes from, bituminous coal; the next largest contributor to tonnage and freight revenue is lumber.

In addition to the coal mines open on the main line and branches of Applicant's railway, it was deriving a portion of its coal tonnage on January 1, 1918, from mines situated on tracks belonging to the Chesapeake & Ohio Railway under a trackage arrangement in effect for about five years previously, in which The Chesapeake & Ohio Railway Company was also given trackage rights to reach certain mines on Applicant's railway. Since 1911 Applicant has also been in receipt of a substantial coal tonnage from the Kanawha, Glen Jean & Eastern Railroad, a short line connecting with Applicant's railway at Pax, West Virginia; freight earnings on coal originating on this short line are divided 90% to Applicant and 10% to the short line.

The following statement shows the number of mines from which Applicant derived coal tonnage in each year ended June 30th from 1910 to 1917, both inclusive, and the number of mines from which Applicant was deriving coal tonnage on January 1, 1918, grouped according to whether they were on the lines of Applicant, the connecting short line above mentioned, or lines of other companies over which Applicant had trackage rights.

For the fiscal year ended	On Virgin- ian Ry.	On K. G. J. & E. R. R.	Other lines	Total
June 30, 1910 .....	14			14
June 30, 1911 .....	14	5	5	24
June 30, 1912 .....	15	9	5	29
June 30, 1913 .....	17	10	16	43
June 30, 1914 .....	17	9	16	42
June 30, 1915 .....	22	9	17	48
June 30, 1916 .....	30	9	16	55
June 30, 1917 .....	49	13	18	80
January 1, 1918 .....	59	12	16	87

During the latter part of 1917, two mines on the Kanawha, Glen Jean & Eastern Railroad were consolidated, reducing the number shown on that line by one, and three mines were transferred from the list on other lines to the list of Virginian mines by the purchase of part of the White Oak Railway.

In addition, on January 1, 1918, there were under construction 8 additional mines on the main line or branches of Applicant's railway, all of which began shipments during 1918.

[fol. 1213] The coal tonnage in net tons of 2,000 lbs. handled by Applicant for each of the years ended June 30th from 1910 to 1917, both inclusive, and for the calendar year 1917, was as follows (Company coal included in Inland coal):

For the year ended	Tidewater	Inland	Total
June 30, 1910 .....			916,791
June 30, 1911 .....	1,858,345	458,909	2,317,254
June 30, 1912 .....	2,593,920	759,897	3,353,817
June 30, 1913 .....	3,223,078	810,558	4,033,636
June 30, 1914 .....	3,668,968	713,479	4,382,447
June 30, 1915 .....	3,205,534	620,691	3,826,225
June 30, 1916 .....	4,167,757	826,908	4,994,665
June 30, 1917 .....	4,990,695	1,547,095	6,537,790
Calendar year ended December 31, 1917 .....	5,047,217	1,692,173	6,739,390

All of the mines on the lines built by Applicant are new mines. And with perhaps a very few exceptions, none of the mines on other lines from which it derives coal tonnage are old mines, and each of them, as is the case of all mines on lines built by Applicant, is capable of shipping a great deal more coal than it has shipped, and it may be conservatively stated that the aggregate capacity of the mines from which Applicant derives its coal tonnage is twice as great as the largest tonnage handled in any year.

Reference has been made above to the richness of the territory through which Applicant's railway passes. It is estimated that nearly 10,000,000,000 tons of the best bituminous coals, principally the low volatile or so-called "smokeless" New River and Pocahontas coals, but partially

the high volatile by-product gas and splint coals, are contained in the territory tributary to this railway.

Along with the coal development has gone a constantly increasing development of other industries so that industries in operation listed on the line as of January 1, 1918, were as follows:

Coal operations .....	87
Lumber manufacturers .....	27
Other woodworking .....	49
Foundries, machine manufacturers, building works, etc. ....	7
Quarries, rock crushers, lime kilns .....	4
Brick yards and building materials .....	3
Canning factories .....	12
Miscellaneous industries .....	159
Flour mills .....	7
<b>Total .....</b>	<b>355</b>

In addition to the products of the mines and other industries, Applicant has had a substantial and constantly increasing business in merchandise freights to and from points on its own line, and, notwithstanding its newness and other obvious disadvantages, had built up a substantial and increasing business in through freight.

And during 1917, there were established near Sewalls Point by the Government a Naval Base and an Army Base, each of which can be reached by rail only over Applicant's tracks; each has been and is expected to continue a very large shipper and receiver of freight.

Also Applicant during 1917 entered into a contract with the Navy Department to construct on its terminal property at Sewalls Point a yard for the storage of coal for the Navy. While this contract was made at the urgent request of the Department, and Applicant did not seek to derive a direct profit from the contract, it will inevitably result in increased coal shipments from the mines on the Virginian Railway and increased business for Applicant.

The following statement shows Applicant's gross income from coal and coke, other freight, passenger and excess baggage and other sources, with operating expenses,

operating ratios, net revenues and percentages of increase and decrease for the years ended June 30, 1910, to 1917, inclusive, and also for the calendar year 1917.

(Here follows comparative statement of earnings and expenses, side folio page 1214.)

[fol. 1215]

### III

#### Abnormal Conditions Peculiarly Affecting the Virginian Railway During the Latter Part of the Calendar Year, 1914, and the Greater Part of 1915

During the latter part of the year 1914 and practically all the year 1915, the earnings of Applicant were greatly reduced by conditions created by the war entirely beyond its control or that of the shippers from whom its revenues are derived, and constituting a case of hardship peculiar to this carrier not suffered by any other. The facts are as follows:

Nearly 90% of Applicant's tonnage is bituminous coal originating on its own lines and the connections mentioned. Of this, nearly 80% is so-called "Tidewater Coal," that is, coal dumped into vessels over Applicant's pier at Sewalls Point, Virginia, for further transport by water, coastwise or export.

The only lines with which the Virginian Railway connects, affording a possible outlet to the West and Northwest, are the Norfolk & Western and Chesapeake & Ohio, themselves originators and carriers of large tonnages of bituminous coal. Applicant has no arrangements for through routes and joint rates with these lines on coal, and the Interstate Commerce Commission in the case of the Loup Creek Colliery Company vs. The Virginian Railway Company, et al., 12 Int. Com. Rep. 471, held that the Chesapeake & Ohio Railway should not be compelled to enter into such arrangements.

The market for coal on Applicant's own rails during the period mentioned was comparatively small, and aside from its tidewater coal and the small market on its own rails, the

## Comparative Statement of Earnings and Expenses

*Italics indicate decrease*

For fiscal year	Coal and coke freight	Other freight	Passenger and excess baggage	Mail and express	Miscellaneous
Ended June 30, 1910.....	\$1,152,046 30	\$587,142 06	\$210,248 78	\$50,085 08	\$63,668 26
Ended June 30, 1911.....	2,590,672 62	716,344 16	257,833 27	60,142 91	46,231 10
Percent of Increase.....	124 88%	22 01%	22 63%	20 08%	27 39%
Ended June 30, 1912.....	3,694,610 79	741,791 10	263,978 45	63,207 70	74,010 22
Percent of Increase.....	42 61%	3 55%	2 38%	5 10%	60 09%
Ended June 30, 1913.....	4,511,474 97	839,373 53	339,942 65	66,374 40	85,418 18
Percent of Increase.....	22 11%	13 15%	28 78%	5 01%	15 41%
Ended June 30, 1914.....	4,957,929 67	832,715 73	387,992 51	77,106 00	84,335 54
Percent of Increase.....	9 90%	0 79%	14 13%	16 17%	1 27%
Ended June 30, 1915.....	4,360,260 99	710,229 85	403,448 42	72,254 97	274,211 53*
Percent of Increase.....	12 05%	14 71%	3 98%	6 29%	225 14%
Ended June 30, 1916.....	5,715,253 57	782,740 47	455,954 63	72,559 83	363,873 08
Percent of Increase.....	31 08%	10 21%	13 01%	0 42%	32 70%
Ended June 30, 1917.....	7,540,417 37	923,491 07	503,296 24	76,078 12	456,875 15
Percent of Increase.....	31 93%	17 98%	10 38%	4 85%	25 56%
Calendar Year ended December 31, 1917.....	8,057,718 09	1,006,784 93	585,091 33	78,100 22	514,778 00
Calendar Year 1916†.....	6,633,223 85	836,397 88	495,050 00	78,949 16	412,343 38
Percent of Increase calendar year 1917 over 1916.....	21 48%	20 37%	18 19%	1 09%	24 84%

\*The large increase in Miscellaneous Operating Revenue beginning with the year 1915 as compared with previous years was due to a change in Interstate Commerce "Outside Operations" were transferred, the revenue thereof to Miscellaneous Operating Revenue, and the expense thereof to Operating Expenses. With the Virginia expenses of trimming tidewater coal, \$166,605.30 being the amount of this revenue (gross) in the fiscal year 1915, practically all the remainder—\$23,270.69—of the year 1914 being represented by the revenue (gross) from dining and buffet service.

†In 1916, the end of the Company's fiscal year was changed from June 30th to December 31st.

# Comparative Statement of Earnings and Expenses

*Italics indicate decrease*

Passenger and excess baggage	Mall and express	Miscellaneous	Total	Operating expenses	Operating ratio	Net operating revenue
\$210,248.78	\$50,085.08	\$63,668.26	\$2,063,190.48	\$1,453,124.50	70.43%	\$610,065.98
257,833.27	60,142.91	46,231.10	3,671,224.06	2,179,671.05	59.37%	1,491,553.01
22.63%	20.08%	27.39%	77.94%	50.00%		144.49%
263,978.45	63,207.70	74,010.22	4,837,598.26	2,971,791.74	61.43%	1,865,806.52
2.38%	5.10%	60.09%	31.77%	36.34%		25.09%
339,942.65	66,374.40	85,418.18	5,842,583.73	3,374,156.27	57.75%	2,468,427.46
28.78%	5.01%	15.41%	20.77%	13.54%		32.30%
387,992.51	77,106.00	84,335.54	6,340,079.45	3,533,220.63	55.73%	2,806,858.82
14.13%	16.17%	1.27%	8.51%	4.71%		13.71%
403,448.42	72,254.97	274,211.53*	5,820,405.76	3,376,851.41	58.02%	2,443,554.35
3.98%	6.29%	225.14%	8.20%	4.43%		12.94%
455,954.63	72,559.83	363,873.08	7,390,381.58	3,844,625.95	52.02%	3,545,755.63
13.01%	0.42%	32.70%	26.97%	13.85%		45.11%
503,296.24	76,078.12	456,875.15	9,500,157.95	5,045,113.00	53.11%	4,455,044.95
10.38%	4.85%	25.56%	28.55%	31.23%		25.64%
585,091.33	78,100.22	514,778.00	10,242,472.57	5,698,861.57	55.64%	4,543,611.00
495,050.00	78,949.16	412,343.38	8,455,964.27	4,291,657.89	50.75%	4,164,306.38
18.19%	1.09%	24.84%	21.13%	32.79%		9.11%

red with previous years was due to a change in Interstate Commerce Commission Classification of Accounts, whereby certain accounts previously carried in and the expense thereof to Operating Expenses. With the Virginian Railway, the accounts so transferred consisted almost entirely of the revenue from and he fiscal year 1915, practically all the remainder—\$23,270.69—of the increase in Miscellaneous Operating Revenue for the fiscal year 1915 over the fiscal

only market enjoyed by its coal producers was the limited and highly competitive market in the Southeast reached over the Southern Railway and other north and south connecting lines.

From shortly after the beginning of the war in 1914 and extending through 1915, the demand for vessels to carry munitions, foodstuffs and other high class freight abroad was so great and ocean freight rates reached so high a figure that a great many vessels theretofore engaged in coastwise or export traffic in coal were withdrawn therefrom to handle the new export business. This resulted in a great diminution in the volume of tidewater coal.

The coal producers on the Virginian Railway, lacking through routes and joint rates to the West, were not able to ship any of their former tidewater tonnage to the West, nor to increase substantially their business to local points on the Virginian Railway, nor, against the competition of other West Virginia, Virginia, Kentucky, Tennessee and Alabama producers, to increase their shipments into the Southeast, and, therefore, the loss in tidewater tonnage was an absolute loss to them and to Appellant.

In the case of other carriers engaged in the tidewater coal business through Atlantic ports, tidewater coal was relatively a small part of their coal business and coal relatively a small part of their total business; they either had their own lines into the West and Northwest or reached western gateways and had through routes and joint rates for the shipment of coal to the West and Northwest. Some of them had all rail connections to New England, and most of them had large coal consuming markets on their own rails, so that their coal producers were able to ship to local markets, to New England, or to the West and Northwest nearly or quite all the coal which ordinarily would have gone to tidewater; some, at least, of the other carriers increased the volume of their coal business during the period mentioned. In addition, the other carriers handling tidewater coal enjoyed, during the period aforesaid, greatly increased business in other lines, particularly the foodstuffs and munitions exported in vessels which had formerly carried coal, while Applicant had practically none of such compensatory traffic, but on the contrary, and because a large part of its freight, other than coal, consists of supplies, etc.,

for the coal mines, and this traffic, of course, corresponds closely in proportion with the volume of the coal traffic, its other freight business fell off substantially.

To recapitulate, the conditions affecting for the period mentioned the traffic of tidewater coal carriers were not the result of general business depression, unusually bad weather, damage by flood or fire, strikes at the sources of production, or any of the other causes, for which a prudent man must make reasonable allowances in estimating the amount of business to be done by a given railroad within any substantial period of time, but were most exceptional and their cause such as never before had occurred. With a great need and a corresponding demand for tidewater coal on our own Eastern seaboard, in the West Indies, in South America and overseas, with the mines in condition to produce more coal than ever before, with the railways able to handle at least as much as they had ever handled before, the business fell off greatly because the vessels could not be had to take the coal from the piers to the consumers.

Because the other principal tidewater coal carriers were able to turn nearly or quite all their tidewater coal tonnage into other channels, and in addition had large increases in their higher class freight, while Applicant not only was unable to find other channels for its tidewater coal but also lost substantially in its other freight revenues, its hardship was peculiar. And even if Applicant railway were a seasoned property, the rental value of which could ordinarily be fairly determined by its average annual railway operating income over a reasonable period, it would not be fair to apply the measure of the average annual railway operating income for the period named in the Act without making due allowance for this particular hardship.

Applicant's coal tonnage (excluding company coal) for the last four months of 1914 and the year 1915—16 months—as compared with the tonnage for the preceding 16 months fell short 236,927 tons, and as compared with the following 16 months, when more vessels became available to handle tidewater tonnage, was short 2,526,161 tons. Applicant had substantially the same equipment in use during all the three year period, and the mines on and reached via its line in each year of the three were capable of producing probably twice as great a tonnage as was handled in any of the

three, and there was a demand for all the coal that could be produced on its line, so that it is believed that, except for the peculiar hardship above set forth, Applicant would have handled during the three year period at least 1,381,544 tons more coal—the average of the two shortages above mentioned—producing \$1,657,852.80 more coal freight revenue at Applicant's then average freight revenue of \$1.20 per ton of coal. But, as has been indicated, there has always been a close relation between Applicant's coal freight revenue and its other operating revenues, owing to the fact that so large a part of such other revenues is made up of freight and express receipts upon merchandise, machinery and supplies going to the mines, port charges for vessels docking at Applicant's pier to load coal and trimming charges upon coal loaded in vessels. The aggregate of such other revenues in the fiscal year 1915, in which fell 10 months of this period of peculiar hardship, was 33.49% of the coal freight revenue for said year, and the aggregate of such other revenues for the two fiscal years ended June 30, 1916, was 31.12% of the coal freight revenue for said years. Taking the lower figure and applying it to the estimated shortage in coal freight revenue for the 16 months period gives an estimated shortage in other operating revenues for the period of \$515,923.79, making a total estimated loss of gross operating revenue, on account of these exceptional conditions in 1914 and 1915, of \$2,173,776.59. If this estimated revenue be divided between the two fiscal years involved in proportion of the coal handled in the 10 months of said 16 months period falling in the fiscal year 1915 as compared with the 6 months falling in the fiscal year 1916, 58.73% or \$1,276,658.99 will be allotted to the fiscal year 1915, which, added to the actual gross operating revenue for that year of \$5,820,405.76, will make an assumed gross operating revenue for said year \$7,097,064.75; similarly if 41.27% or \$897,117.60 be added to the actual gross operating revenue for the fiscal year 1916 of \$7,390,381.58, an assumed gross operating revenue for said year of \$8,287,499.18 results.

[fol. 1217] An examination of the records for the fiscal years ended June 30, 1912 to 1916, inclusive (see page 7), will show that Applicant's operating ratio decreased or in-

creased practically 1% for each increase or decrease of \$250,000.00 in the gross operating revenue. Using this precedent would give an assumed operating ratio for the fiscal year 1915 of a little less than 53%, and applying this ratio to the assumed gross revenue for said year gives a net railway operating revenue of \$3,335,620.43, an increase of \$892,066.08 over the actual net railway operating revenue for said year of \$2,443,554.35. The same precedent gives an assumed operating ratio for the fiscal year 1916 of a little less than 49%, and applying this ratio of 49% to the assumed gross revenue for said year gives a net railway operating revenue of \$4,226,624.58, an increase of \$680,868.95 over the actual net railway operating revenue for said year of \$3,545,755.63. But the increases of gross and net revenues for these years would mean corresponding increases in the taxes payable by Applicant on the basis of revenue, net or gross, viz., the Federal Income Tax, the Franchise Tax of the State of Virginia and the Corporation Excise Tax of the State of West Virginia; these tax increases on the assumed increases in revenues would have aggregated for the fiscal year 1915 \$20,623.48 and for the fiscal year 1916, \$15,478.37. Deducting these taxes would make the net increase for 1915 \$871,442.60 and for 1916 \$665,390.58. The sum of these two increases is \$1,536,833.18, which we believe fairly represents the loss suffered in the test period by Applicant by reason of the hardship to which it was peculiarly subjected by this loss of tidewater tonnage, and this averaged over the three years of the test period gives an annual average loss of \$512,277.72.

These figures are presented only to show that the "standard return" is plainly inequitable as a fair measure of just compensation in this case because of the great losses due to the falling off of Applicant's tidewater coal business during a portion of the three year period. But even the "standard return" increased by the above shown average annual loss of \$512,277.72 would not fairly measure the just compensation to which Applicant is entitled, since it does not take into consideration the heavy expenditures upon Applicant's property not reflected, or not fully reflected, in the operations of the three year period, as pointed out in succeeding paragraphs of this application, its record of growth and development during its entire history, set forth hereafter in

this application, and its promise for the future also as set forth in the following pages.

#### IV

#### Recent Expenditures Not Fully Reflected in the Railway Operating Income in the Three-year Period Ended June 30, 1917

The expenditures of Applicant for additions, betterments and equipment since June 30, 1914, divided according to the fiscal years, and including the expenditures of the last six months of the calendar year 1917, follow. These expenditures are also divided according to the principal items thereof.

#### Statement Showing Construction and Equipment Expenditures for the Year Ended June 30, 1915

##### Construction—Main Line:

Ballasting .....	\$80,258.26
Passing Tracks and Extensions.	42,884.71
Yard Tracks.....	47,489.47
Water Supply.....	2,511.01
Shops and Enginehouses.....	10,239.43
Tunnels .....	96,461.82
Bridges, Trestles and Culverts..	34,593.74
Mine Tracks.....	18,203.96
Relaying with 100-lb. Rail.....	26,195.23
Miscellaneous .....	19,145.47

Forward .....	\$377,983.10
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[fol. 1218]

Brought Forward .....	\$377,983.10
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##### Construction—Branch Lines:

Winding Gulf Branch.....	\$43,981.28
Allen Creek Branch.....	35,206.39
Devils Fork Branch.....	9,679.50
Stone Coal Branch.....	4,804.41
Shockley Branch.....	610.25
	<hr/>
	94,281.83

## Improvements—Sewalls Point Coal Pier:

Bulkhead and Pile Breakwater.	\$23,066.24	
Boush Creek Bridge.....	14,165.62	
Coal and Industrial Tracks....	7,168.86	
Storage Tracks.....	16,806.81	
Miscellaneous .....	7,011.10	
		<hr/> 68,218.63

## Equipment:

Purchase of 775 Steel Gondolas, average delivery August, 1914	\$694,025.27	
Cost of applying steel under- frames to Stock Cars.....	31,988.73	
Application of Federal Safety Appliances .....	15,484.51	
Application of Automatic Stok- ers, Superheaters and Equal- ized Trucks to Locomotives..	12,907.55	
Miscellaneous .....	2,072.28	
		<hr/> 756,478.34

Expended for Improvements on Piney River and Paint Creek Railroad .....	8,722.22	
Total .....	\$1,305,684.12	

## Statement Showing Construction and Equipment Expenditures for the Year Ended June 30, 1916

## Construction—Main Line:

Ballasting .....	\$49,376.08	
Passing Tracks and Extensions.	22,465.92	
Fencing .....	7,758.05	
Water Supply.....	4,247.45	
Shops and Enginehouses.....	14,205.73	
Crossings and Signs.....	4,049.94	
Bridges, Trestles and Culverts.	17,116.94	
Mine Tracks.....	46,649.69	
Relaying with 100-lb. Rail.....	7,980.14	
Station Office and Roadway Buildings .....	7,360.75	
Ditching, Widening and Tiling Cuts .....	22,506.10	
Miscellaneous .....	38,503.02	
		<hr/> \$242,219.81

## Construction—Branch Lines:

Allen Creek Branch.....	\$3,729.88	
Devils Fork Branch.....	16,004.07	
Stone Coal Branch.....	182,031.45	
Piney Creek Branch.....	111,086.40	
Laurel Branch.....	1,450.77	
Survey for Additional Branch Lines .....	36,660.03	
		<hr/> 350,962.60

## Improvements—Sewalls Point Coal Pier:

Renewing Deck with Creosoted Timber .....	\$2,086.91	
Rip Rap Track.....	1,171.38	
High Chute on Coal Pier.....	2,644.19	
Miscellaneous .....	1,821.26	
		<hr/> 7,723.74

Forward .....	\$600,906.15
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[fol. 1219]

Brought forward .....	\$600,906.15
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## Equipment:

Cost of applying Steel Under- frames to Stock and Box Cars.	\$33,546.03	
Application of Federal Safety Appliances .....	10,090.27	
Application of Automatic Stok- ers and Superheaters to Loco- motives .....	19,794.60	
Two Baggage Box Cars, in serv- ice October, 1915.....	3,069.47	
Expenditures in connection with the purchase of 250 steel Box Cars, four 120-ton Gondolas and one 300-ton Coal Barge..	73,592.75	
Miscellaneous .....	283.08	
		<hr/> 140,376.20

Expenditures for Stone Crushing Plant at Klotz, Va. (Ballast Production).....	19,694.18
Expended for Improvements on Piney River and Paint Creek Railroad .....	61.02
Total .....	<u>\$761,037.55</u>

Statement Showing Construction and Equipment Expenditures for the Year Ended June 30, 1917

Construction—Main Line:

Ballasting .....	\$44,370.53
Passing Tracks and Extensions.	92,357.21
Yard Tracks.....	12,405.94
Fencing .....	1,875.78
Water Supply.....	17,628.19
Shops and Enginehouses.....	38,428.27
Mine Tracks.....	18,788.89
Relaying with 100-lb. Rail.....	31,145.60
Station and Office Building.....	15,823.96
Ditching, Widening and Tiling Cuts .....	18,151.05
Coaling and Sanding Stations..	8,697.03
Miscellaneous .....	16,361.74
	<u>\$316,034.19</u>

Construction—Branch Lines:

Stone Coal Branch.....	\$53,205.28
Piney Creek Branch.....	187,488.84
Laurel Branch.....	66,805.63
Guyandotte River Branch.....	6,236.44
Lampkin Branch.....	38,687.90
Beards Fork Branch.....	7,117.91
Devils Fork Branch.....	260.14
Surveys for Additional Branch Lines .....	3,917.81
	<u>363,719.95</u>

## Improvements—Sewalls Point Coal Pier:

Dredging beyond Original Depth	\$22,110.78	
Additional Improvements to Coal Pier and Plant.....	75,955.36	
		98,066.14

## Equipment:

One 300-ton Coal Barge, delivered November, 1916.....	\$4,634.26	
250 40-ton Box Cars, average delivery October, 1916.....	208,427.23	
One Jordan Spreader, in service January, 1917.....	6,104.88	
One Caboose Car, in service April, 1917.....	1,232.53	
10 Camp Cars, in service February, 1917.....	9,793.84	
Six Dump Cars, in service April, 1917 .....	16,325.02	
Miscellaneous .....	12,150.65	
		258,668.41
Expenditures for Stone Crushing Plant at Klotz Va. (Ballast Production) .....		240,804.86
Expended for Improvements on Piney River and Paint Creek Railroad .....		147.98
Total .....		\$1,277,441.53

[fol. 1220] Statement Showing Construction and Equipment Expenditures for Six Months Period Ended December 31, 1917

## Construction—Main Line:

Ballasting .....	\$103,793.91
Passing Tracks and Extensions.	25,041.04
Yard Tracks.....	1,835.11
Double Tracking (Clarks Gap Hill) .....	139,207.41
Mine Tracks.....	10,669.65
Water Supply.....	2,053.30
Relaying with 100-lb. Rail.....	22,115.33

Station Office and Roadway	
Buildings .....	13,013.05
Ditching, Widening and Tiling	
Cuts .....	4,796.06
Telegraph and Telephone Lines.	19,283.52
Tunnels .....	27,489.98
Miscellaneous .....	262.60
	<hr/>
	\$369,560.96

## Construction—Branch Lines:

Purchase Price—White Oak	
Railway .....	\$379,500.00
Stone Coal Branch.....	15,601.72
Devils Fork Branch.....	5,010.24
Allen Creek Branch.....	2,591.63
Guyandotte River Branch.....	35,621.32
Beards Fork Branch.....	64,506.36
Piney Creek Branch.....	22,641.75
Laurel Fork Branch.....	11,597.10
Lampkin Branch.....	9,451.97
Miscellaneous .....	28,632.66
	<hr/>
	575,154.75

## Improvements—Sewalls Point Coal Pier:

Additional Improvements to	
Coal Pier and Plant.....	388,149.16

## Equipment:

One Articulated Locomotive	
#700, put in service January,	
1917 .....	\$77,402.81
Four 120-ton Gondolas, put in	
service June, 1917.....	50,617.04
665 Steel Hopper Cars, put in	
service December, 1917.....	1,630,109.40
One Business Car (New River),	
put in service July, 1917.....	16,000.00
Miscellaneous .....	16,005.37
	<hr/>
	1,790,134.62

Expenditures for Stone Crush-	
ing Plant at Klotz Va. (Bal-	
last Production).....	52,371.28

Total .....	\$3,175,370.77
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The aggregate for the 42 months is \$6,519,533.97.

In addition, note that 335 more coal cars costing \$821,-182.15 were due for delivery in the latter part of 1917 and were delivered early in 1918, and that 10 Mallet locomotives costing \$967,700 were also due for delivery in the fall of 1917 and deliveries thereof began early in 1918.

An idea of the large freight producing value of the branch lines as compared with their cost, the rapid development of business thereon, and the extent to which the sums invested in branch lines during the test period were not reflected in the earnings of the test period may be gathered from the following statement of tonnage produced from Allen Creek, Stone Coal and Devils Fork Branches and the Piney Creek Extension during the period between July 1, 1914, and January 1, 1918.

	Allen Creek branch	Stone Coal branch	Devils Fork branch	Piney Creek extension
July 1, 1914, to June 30,				
1915 .....	40,740	.....	.....	.....
July 1, 1915, to June 30,				
1916 .....	130,182	.....	11,344	.....
July 1, 1916, to June 30,				
1917 .....	185,072	194,964	32,207	118,283
Calendar Year 1917....	181,383	418,577	44,032	288,263

[fol. 1221]

## V

### The Distinctive usefulness of the Virginian Railway to the Government

No one of the railroads taken over January 1, 1918, mileage and investment considered, was more important to the conduct of the war or had greater possibilities of usefulness to the Government than the Virginian Railway.

No commodity was more in demand everywhere in the country than coal, and nowhere was coal more in demand than on the Atlantic seaboard and at Hampton Roads, where the demand was particularly for the high grade, low volatile, so-called "smokeless" coals of southern West

Virginia for our Navy, the navies of our Allies, transports, vessels carrying munitions and supplies and for supplying in a great measure the needs of New England and its manufacturers and public utilities.

The Virginian was specially planned, built and equipped for a coal carrying road, and the coal development on its line consists almost entirely of the smokeless coals. In the coal fields, the grades and curvature of its line, as with other West Virginia coal roads, are necessarily frequently heavy, but from Princeton, which may be regarded as the entrance to and exit from the coal fields, eastward to tide-water it has no grade against the load exceeding .2 of 1%, except about nine miles crossing the Alleghenies, where its gradient is .6 of 1% compensated. With its low grades after leaving the coal fields, it has heavy motive power, almost no small or old coal cars, practically all those now in use being all-steel and having a capacity of 50 tons or over, and long passing tracks, so that in regular practice its trains have carried the heaviest paying load of any railroad in the country. Its passenger business is relatively light, and its freight business being nearly 90% coal, its freight traffic has been and is comparatively free from interference by passenger traffic, and the movement of other freight interferes but little with the prompt dispatch of coal. Its terminal at Sewalls Point is situated nearer the Capes and the Ocean than that of any other carrier terminating at Hampton Roads, and it has a modern coal pier equipped for mechanically unloading coal cars, the first of its kind to be constructed at Hampton Roads. This pier has a repeatedly demonstrated capacity of dumping more than 25,000 tons of coal in a day, and when the property was taken over by the Government there was under way the installation of an additional dumping machine with necessary appurtenances, which was completed in 1918, and which is estimated to increase the dumping capacity of the pier at least 50%.

In the coal fields, the tracks of the Virginian Railway are so situated with reference to the tracks of the Chesapeake & Ohio Railway, and to some extent with reference to the tracks of the Norfolk & Western Railway, as to per-

mit, should occasion require it, the diversion of coal from mines on one road to the other; and from Princeton east the Norfolk & Western and Virginian Railways are roughly parallel to one another, with connections at several points, so as to permit them to be operated as one system and permit Norfolk & Western heavy trains to be moved over the Virginian Railway, thereby taking advantage of the latter's lower grades between Roanoke and Norfolk.

The coal development on the Virginian Railway consists almost entirely of the high grade smokeless coals, practically all of its mines are new ones, and these mines, given market, transportation and men, are easily capable of a production of 14,000,000 tons per annum. It is believed that no coal field in the country was capable of as great a relative expansion of output in so short a time as that of the Virginian Railway.

[fol. 1222]

## VI

### Applicant's Compensation

It is not, of course, contended that the measure of the just compensation to which Applicant is entitled is the need of the Government nor the profit which the property might earn under Government operation any more than it would be admitted that the compensation to which Applicant is justly entitled should be reduced if the Railroad Administration saw fit to use the Virginian Railway and the Virginian equipment alone or in connection with other railroads under the control of the United States Railroad Administration so as to diminish the profits coming into the common treasury through the Virginian Railway channel. The test of the just compensation to which Applicant is entitled would seem to be the value of the use of the property as a railway property during the period of Federal control, and the determination of this value should be upon the same principles as those which would govern the determination of an award in an ordinary condemnation proceeding, that is to say, the same considerations as those which would govern an agreement upon price in an ordinary business transaction not influenced by any necessity on the part of the seller to sell or on the part of the purchaser to purchase.

In the case of the great majority in numbers of the railroads taken over on January 1, 1918, representing a still greater proportion of values, the properties were seasoned railroads, and Congress might well assume that the average earnings for a period of three years should be taken as *prima facie* evidence of a reasonable rental value, and authorize the President to contract with any carrier on this basis (it may be noted here that Congress could not determine the measure of compensation, as was held in *Monongahela Navigation Company vs. United States*, 148 U. S. 312), but Congress in the sixth paragraph of Section 1 of the Act of March 21, 1918, recognized that there must be exceptions to the general rule, and therefore authorized the President to make contracts on a more liberal basis.

Whether the subject of a sale or lease be a mine, a factory, a railway, or any other property, if at the time of the transaction its business is not wholly developed, but is in a state of expansion and growth, its value cannot be measured by past records, but in order to trade, with no necessity on the part of the seller or lessor to sell or lease, proper allowance must be made for the results which may reasonably be relied upon for the future, and justice requires that in the case of a compulsory sale or lease the same allowance shall be made in determining the compensation to be awarded. That Applicant's business was in a condition of vigorous development during the entire three year period and that its promise of growth was never greater than when the railway was taken over by the Government on January 1, 1918, are apparent from all the facts.

At the beginning of the three year period, 42 mines only were shipping coal over the Virginian, and, at the end of the three year period, 80 mines were so shipping, while six months later when the property was taken over there were 87 mines so shipping, with 8 more due to begin shipping in 1918, some of them very early in the year. Of the 87 mines in operation January 1, 1918, 21 had begun shipments in 1917, and 8 of these in the last half of the year, so that as against the average number of mines shipping during the three year period—61—and the number ship-

ping at the end of the period—80—the Railroad Administration should have had shipments during its first year of operation of the property from 95 mines. To help take care of the anticipated increase in coal shipments, Applicant had provided an increase of more than 26% in its motive power and 17% in its coal car capacity, equivalent probably to more than 20% increase in its capacity to haul coal, and had provided for duplicating the mechanical equipment of its coal pier and increasing its dumping capacity more than 50%.

The increase in its business other than coal is apparent from the statement of gross and net operating revenues on page 7 hereof, and it may be noted that gross revenue other than coal freight for 1917 was more than 28% greater than the average for the three year period.

[fol. 1223] Gross operating revenue for the last fiscal year preceding the three year period was \$6,340,079.45 as against \$9,500,157.95 for the last year of the period, and \$10,242,422.57 for the calendar and fiscal year 1917. Net operating revenue for the last fiscal year preceding the period was \$2,806,858.82 as against \$4,455,044.95 for the last year thereof, and \$4,543,611.00 for the calendar year 1917, notwithstanding the great increases in operating expenses between July 1, 1916, and January 1, 1918. The average annual railway operating income certified by the Commission is \$3,247,603.41; calculated on the same basis, the railway operating income for 1917 was \$4,298,283.50. Note also that there were substantial increases in gross and net operating revenues for the calendar year 1917 over those for the year ended June 30, 1917, showing that the expansion of Applicant's business was continuing when its railroad was taken over.

With the great capacity for expansion of the output of the coal fields tributary to the line of Applicant's railway, the increased business in other freight necessarily incident to an increased coal output and the increase in other freight business inevitably resulting from the increased and increasing number of shippers and receivers of freight other than coal companies, including the Naval Base, Army Base and Navy Coal Storage Plant near Sewalls Point,

and the preparations which Applicant had made and was making for handling its increase of business, it cannot be doubted that Applicant's business would have continued its growth without slowing up.

Unquestionably, with such a property, the average annual railway operating income for the three year period of 3,247,603.41 would be a ridiculously inadequate annual compensation for the use of the property for a period beginning January 1, 1918, nor would the making of an allowance for the peculiar hardship suffered by Applicant in the years 1914 and 1915 make more than a substantial approach toward just compensation.

While in the case of a seasoned railroad the average annual railway operating income for the three year test period should be a fair measure of the annual rental value at the end of the test period of the property in use during the test period, in the case of an undeveloped but steadily devedoping railroad with a record of constant and substantial growth in its business and earnings the record of its last fiscal year should be, not the full measure of the annual rental value of the property in use during such year for any future period, but the basic factor of the rental value for future use, the starting point for computing or estimating such value. The railway operating income of Applicant for the last fiscal year of its operation of its property, that ended December 31, 1917, calculated on the same basis as used by the Interstate Commerce Commission in arriving at the average annual railway operating income certified by it under the Act of March 21, 1918, was \$4,298,283.50.

But while the results of the last fiscal year may be regarded as being fairly an equivalent in the case of this property to the average annual railway operating income for the test period in the case of a seasoned property, this figure does not reflect the fact that Applicant's property and business were when taken over, as during its entire history, growing and increasing, and if Applicant had been permitted to retain and manage its own property in the interest of its stockholders, it is morally certain that its earnings would have continued to increase year by year. And it is re-

spectfully submitted that just compensation to Applicant for the use of its property under Federal control must take this fact into consideration.

As has been seen, excluding the results of the first year after Applicant's property was placed formally in operation, the average rate of increase of the railway operating income of each year over the preceding year has been about 21%. As has also been seen Applicant's property was never in better shape to justify the expectation of increased earnings than when it was taken over. The number of mines and their aggregate capacity were such as to guarantee the supply of all the coal that the market could take and Applicant could handle; at no precious time had the demand for coal been so great; Applicant's recent purchase of coal cars and locomotives had put it in a position to increase its coal tonnage handled by at least 20%; increased coal tonnage meant increased earnings in all the other items of operating revenues; and with the tremendous [fol. 1224] demands upon all the other Eastern roads for the transportation of general freight, Applicant's prospects for a large increase in its through freight business were never so bright. We submit that all things considered it is entirely conservative to assume that the average annual increase in Applicant's railway operating income for several years to come would have been at least 10%. Applying this rate to the railway operating income for its last fiscal year, the calendar year 1917, would give for 1918, \$4,728,111.85, for 1919 \$5,200,923.03 and for 1920 \$5,721,015.33.

Apparently the operation by the United States Railroad Administration of the railroad systems of the country will not extend beyond the year 1920 and apparently it will not cease much, if any, before the end of that year. Assuming that Federal Control will extend substantially over the period from January 1, 1918, to December 31, 1920, inclusive, a fair rental would seem to be the average of the conservatively estimated annual railway operating income for said years respectively, if Applicant had retained possession, control and management of its property, or \$5,216,-

683.40, and to substantially this amount Applicant respectfully submits it is entitled.

The Virginian Railway Company, by C. W. Huntington, President. E. W. Knight, General Counsel.  
New York, March 17, 1919.

(Here follow tables, side folio pages 1225, 1226, 1227, and  
1228)

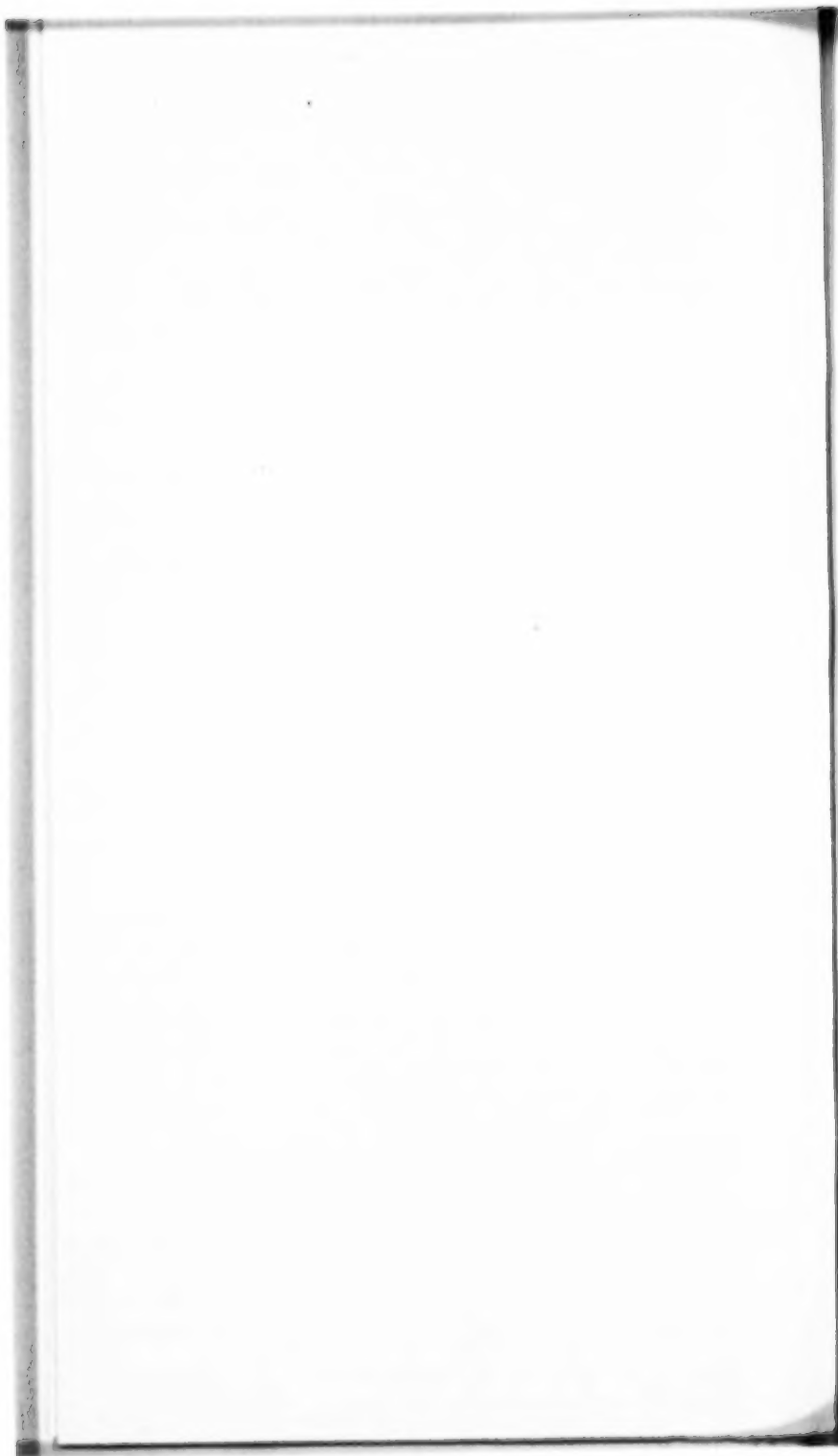
**CHART**

**TOO**

**LARGE**

**FOR**

**FILMING**



[fol. 1229] Numerical List of Mine Numbers and List of  
Mine Locations in Geographical Order

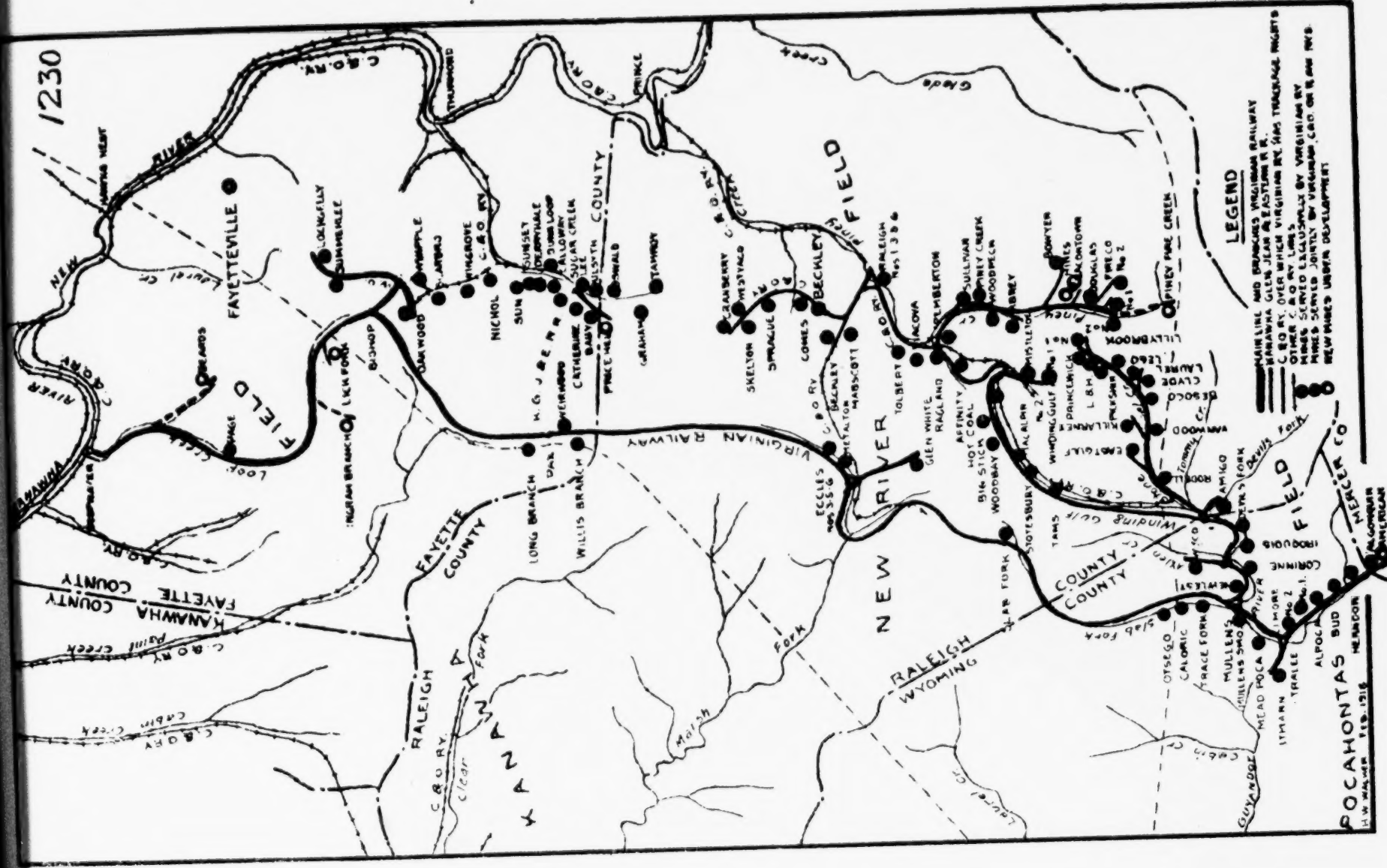
Mine Nos.	Mine locations	
5	America	W. Va.
10	Algonquin	W. Va.
15	Covel	W. Va.
20	Herndon	W. Va.
23	Montecarlo	W. Va.
25	Bud	W. Va.
30	Alpoca	W. Va.
40}		
45}	Tralee	W. Va.
50}		
55}		
60}	Itmann	W. Va.
65	M-P Tipple	W. Va.
WG-75}		
WG-80}	Corinne	W. Va.
AB-85	Allen Br., Wyco	W. Va.
WG-90	Iroquois	W. Va.
WG-95	Devils Fork	W. Va.
DF-100	Devils Fork Br., Amigo Mine	W. Va.
SC-105		
SC-110}	Tommy Creek	W. Va.
SC-115}		
SC-118	Rhodell	W. Va.
SC-120	Francis	W. Va.
SC-125	East Gulf	W. Va.
SC-130	Killarney	W. Va.
SC-135}	Vanwood	W. Va.
SC-140}		
SC-145}	Besoro	W. Va.
SC-150}		
SC-155	Lego	W. Va.
SC-160}	Pickshin	W. Va.
SC-165}	Lillybrook	W. Va.
SC-170	Princewick	W. Va.
WG-175}		
WG-180}		
WG-185}	Helen	W. Va.
WG-190	Tams	W. Va.
WG-195	Stotesbury	W. Va.
WG-200	MacAlpin	W. Va.
WG-205	Woodbay	W. Va.

7  
3  
7

## Mine Nos.

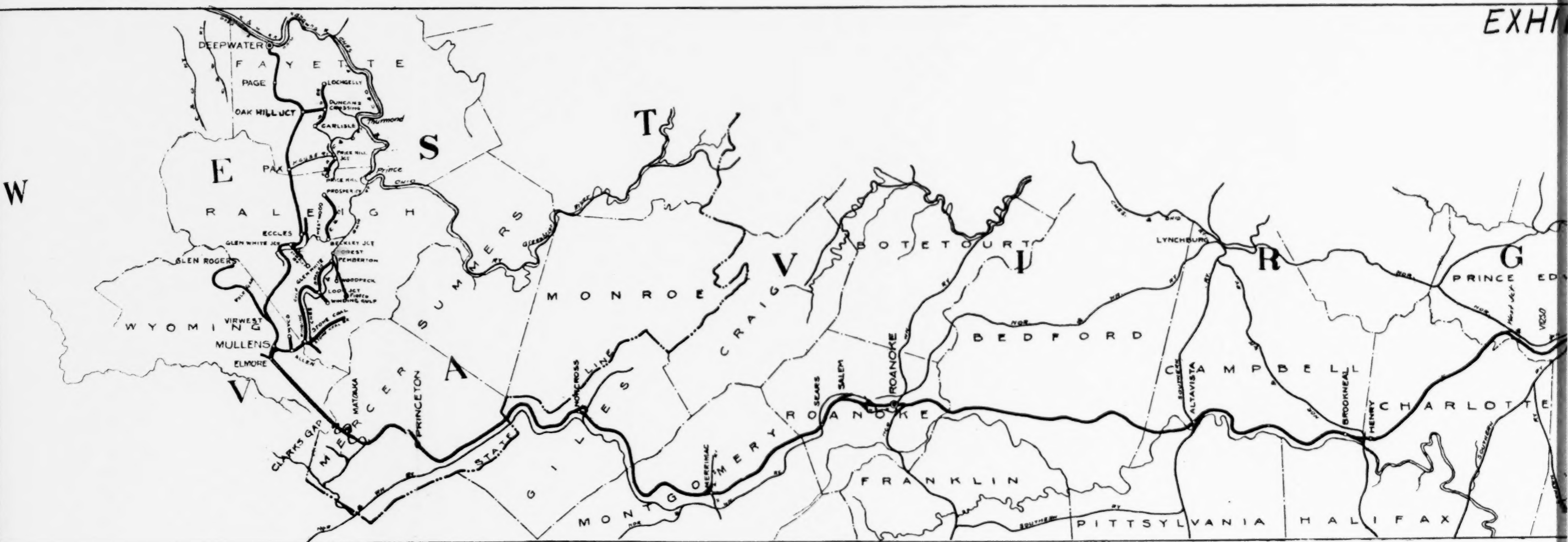
## Mine locations

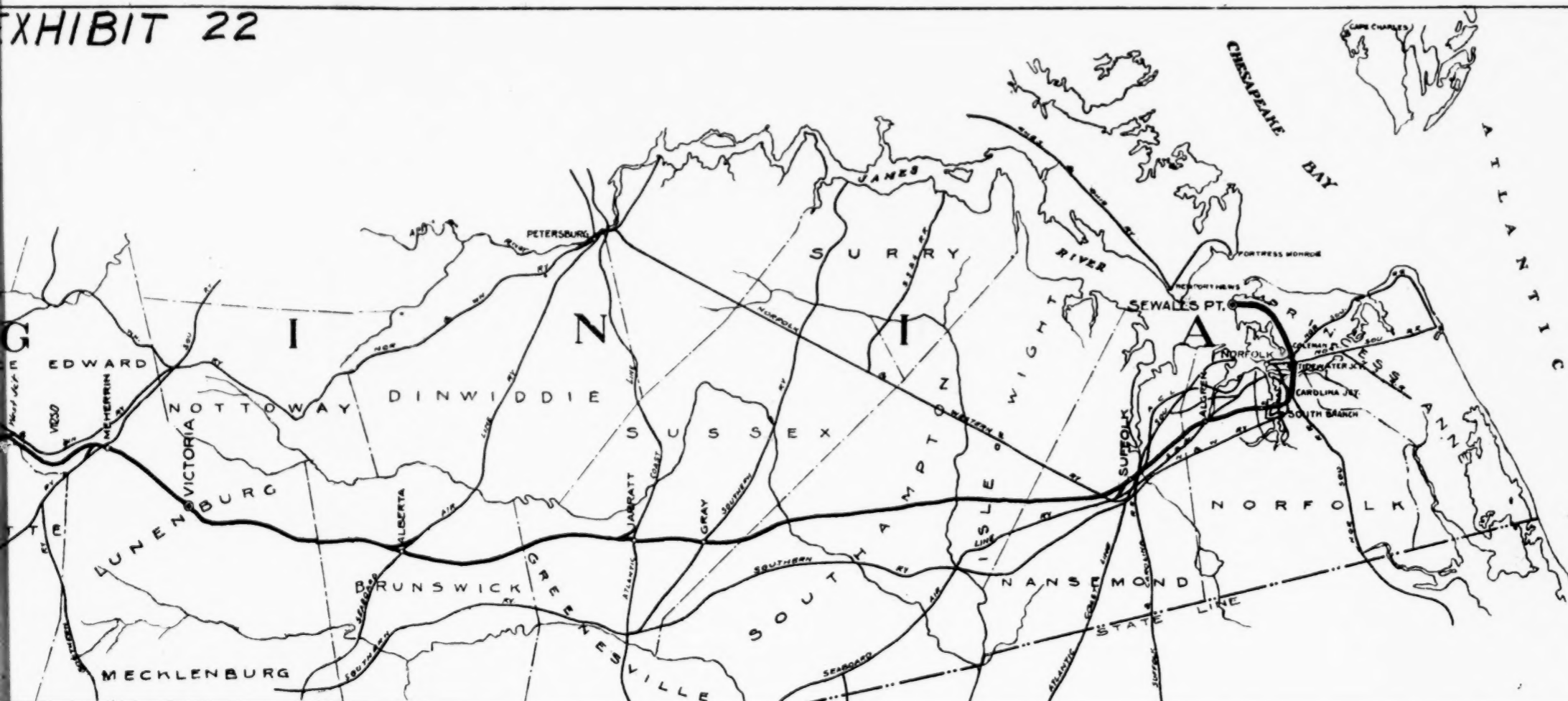
WG-210	Winding Gulf Branch.	Big Stick	W. Va.
WG-215		Hot Coal	W. Va.
CS-220		Collins Spur, Mistletoe	W. Va.
CS-225		Winding Gulf	W. Va.
WG-230		Affinity	W. Va.
WG-235		Pemberton	W. Va.
WG-240		McVey	W. Va.
WG-243		Sullivan	W. Va.
WG-245		Wiley	W. Va.
WG-250		Phillips	W. Va.
WG-253		Abney	W. Va.
WG-255		Whitby	W. Va.
WG-260		Ralco	W. Va.
WG-265		Jonben	W. Va.
WG-275			
WG-285			
WG-290		Fireco	W. Va.
WG-295			
WG-300			
PR-305	Piney River Branch.	Viacova	W. Va.
PR-310		Tolbert	W. Va.
PR-315			
PR-320		Raleigh	W. Va.
PR-325			
PR-335		Mabscott	W. Va.
PR-330			
PR-340		Beckley	W. Va.
PR-350		Sprague	W. Va.
PR-355			
PR-360		Skelton	W. Va.
PR-365		Prosperity	W. Va.
370		Tracoal	W. Va.
375		Caloric	W. Va.
380		Otsego	W. Va.
385			
390		Slab Fork	W. Va.
395		Lester	W. Va.
SB-400		Shockley Branch, Glen White	W. Va.
405		Metalton	W. Va.
410			
415		Eccles	W. Va.
420			
425		Willis Branch	W. Va.
430		Weirwood	W. Va.



EXHIBIT

W



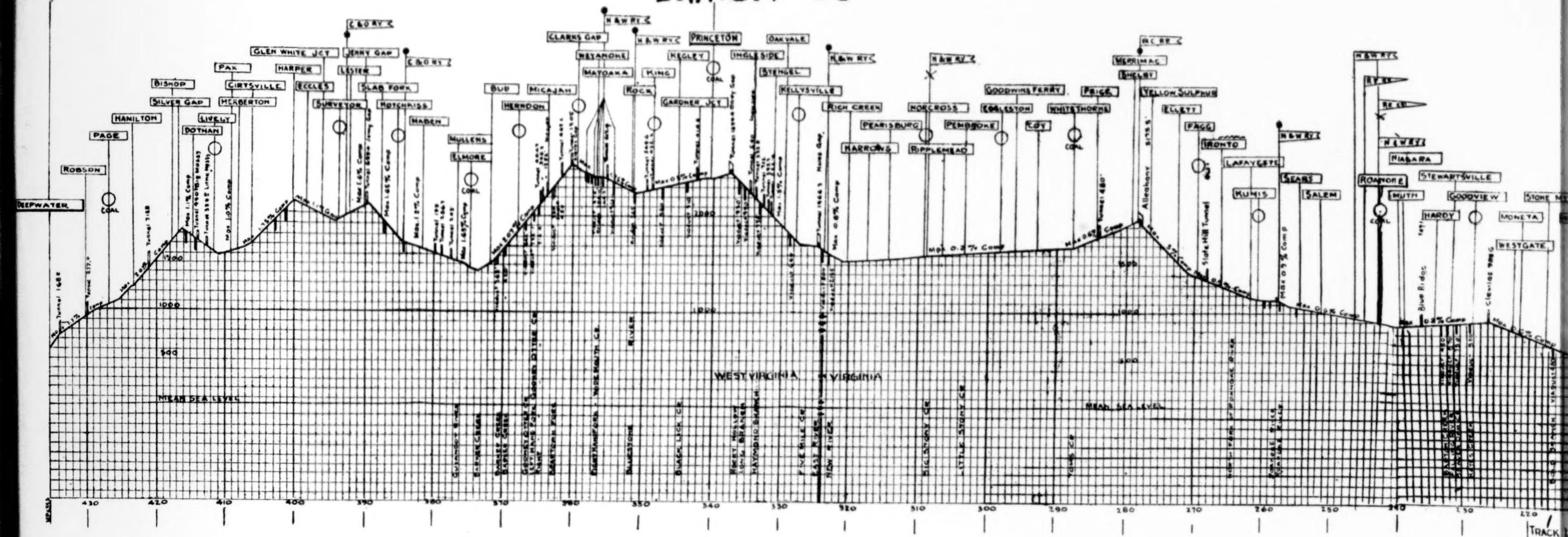


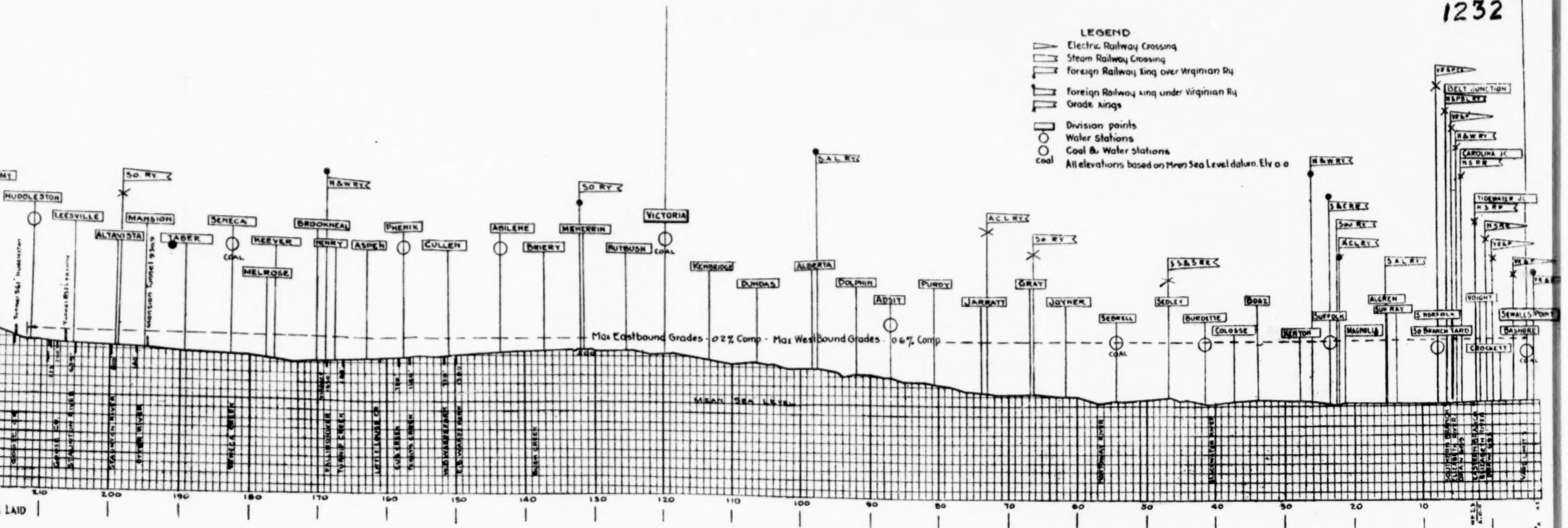
THE VIRGINIAN RAILWAY COMPANY

SCALE: 1 INCH = 7 MILES NOV. 26, 1919.  
OFFICE OF CHIEF ENGINEER  
NORFOLK, VA

Lines Owned ———  
Lines Leased ———  
Double Track ———

**EXHIBIT 23**





## Mine Nos.

## Mine locations

GJ-435	Kanawha, Jean & Eastern R. R.	Glen Jean	W. Va.
GJ-445		Sun	W. Va.
GJ-450		Sunset	W. Va.
GJ-455		Derryhale	W. Va.
GJ-460		Dunn Loop	W. Va.
GJ-465		Mt. Hope	W. Va.
GJ-470			
GJ-475		Sugar Creek Br., Sugar Creek	W. Va.
GJ-478		Packs	W. Va.
GJ-480		Kilsyth	W. Va.
GJ-481			
GJ-483	Long Branch White Oak	Price Hill	W. Va.
GJ-485		Cepee	W. Va.
GJ-490		Oswald	W. Va.
GJ-500		Tamroy	W. Va.
609		Branch	W. Va.
WO-510		Lochgelly	W. Va.
WO-515		Summerlee	W. Va.
WO-520		Oakwood	W. Va.
WO-525		Scarboro	W. Va.
WO-530		Whipple	W. Va.
535	Lick Fork	Lick Fork	W. Va.
540		Ingram Branch	W. Va.
543		Glencoe	W. Va.
545		Page	W. Va.
BF-550	Beards Fork Br., Beards Fork		W. Va.

(Here follow map, side folio page 1230, and Exhibits 22 and 23, side folio pages 1231 and 1232)

[fol. 1233]

## EXHIBIT 24

## List of Improvements Necessary Between Elmore and Deepwater in Order to Handle Tonnage West in an Economical Manner

Elmore: Additional Engine House facilities and tracks in connection with same . . . . .	\$180,000 00
Gulf Junction: Additional tracks to hold 200 cars . . . . .	100,000 00
Virwest: Extension of track to hold 30 cars . . . . .	5,100 00
Jenny Gap: Storage track to hold 150 cars . . . . .	37,150 00
Harper: Storage track to hold 70 cars . . . . .	20,800 00
Pax: Storage track to hold 100 cars . . . . .	39,000 00
Long Branch: Storage track to hold 30 cars . . . . .	11,000 00
Lively: Extent Passing -rack to hold 75 cars . . . . .	17,150 00
Silver Gap: Storage track to hold 75 cars . . . . .	42,800 00
Oak Hill Jet.: Extend, track to hold 100 cars . . . . .	20,650 00
Lick Fork: Storage track to hold 20 cars . . . . .	10,000 00
Ingram Branch: Storage track to hold 25 cars . . . . .	13,300 00
Hamilton Extend Passing track to hold 75 cars . . . . .	30,650 00
Page: Additional tracks to hold 200 cars . . . . .	48,000 00
Robson: Extend track to hold 75 cars . . . . .	30,300 00
Deepwater: Engine house facilities, coaling station Water Supply, Track Scales and tracks to hold 400 cars . . . . .	530,000 00
Maben to Deepwater: Strengthening of Bridges . . . . .	57,000 00
Mullens to Deepwater: Enlarging Tunnels to Standard Sect. . . . .	80,000 00
Page to Deepwater: Laying 100# Rail . . . . .	18,300 00
	<hr/>
	\$1,291,200 00

Norfolk, Va., Nov. 9th, 1922.

[fol. 1234]

## EXHIBIT 25

Statement Showing Number Tons Coal Handled per Car  
per Annum Years 1917, 1918, 1919, 1920, 1921, and First  
Six Months 1922 Based on Average Number Coal Cars  
Owned

Year	Avg. number cars owned	Total net tons handled	Net tons handled per car per annum
1917 .....	6,342	6,801,368	1,072
1918 .....	7,241	6,727,474	929
1919 .....	7,315	5,830,387	797
1920 .....	7,309	7,641,540	1,045
1921 .....	8,247	6,116,134	742
1st 6 mos. 1922 ..	8,241	3,726,434	904

C. E. Reynolds, Car Accountant.

Norfolk, Va., Nov. 11, 1922.

Statement Showing the Average Number of Days Vgn. Ry. Coal Cars Remained Off Line When Delivered Their Southern Connections Loaded with Coal, July to December, 1920, January to December, 1921, and January to June, 1922

	Southern			Seaboard Air Line			Atlantic Coast Line			Total		
	Altavista			Alberta			Jarratt					
	No. cars	No. days	Avg.	No. cars	No. days	Avg.	No. cars	No. days	Avg.	No. cars	No. days	Avg.
July, 1920	20	196	9.8	20	1,046	52.3	10	126	12.6	50	1,368	27.4
Aug., "	20	213	10.7	20	458	22.9	10	118	11.8	50	789	15.8
Sept., "	20	256	12.8	20	491	24.6	10	136	13.6	50	883	17.7
Oct., "	20	165	8.3	20	601	30.1	10	108	10.8	50	874	17.5
Nov., "	20	227	11.4	20	302	15.1	10	120	12.0	50	649	13.0
Dec., "	20	361	18.1	20	277	13.9	10	161	16.1	50	799	16.0
Total	120	1,418	11.8	120	3,175	26.5	60	769	21.8	300	5,362	17.9
Jan., 1921	20	191	9.6	20	295	14.8	10	128	12.8	50	614	12.3
Feb., "	20	158	7.9	20	190	9.5	10	106	10.6	50	454	9.1
Mar., "	20	158	7.9	20	212	10.6	10	106	10.6	50	476	9.5
Apr., "	20	137	6.9	20	209	10.5	10	112	11.2	50	458	9.2
May, "	20	184	9.2	20	213	10.7	10	165	16.5	50	652	11.2
June, "	20	180	9.0	20	250	12.5	10	115	11.5	50	545	10.9
July, "	20	202	10.1	20	237	11.9	10	88	8.8	50	527	10.5

Aug.,	"	20	248	12.4	20	299	15.0	10	103	10.3	50	650	13.0
Sept.,	"	20	294	14.8	20	256	12.8	10	100	10.0	50	650	13.0
Oct.,	"	20	304	15.2	20	373	18.7	10	106	10.6	50	783	15.7
Nov.,	"	20	185	9.3	20	267	13.4	10	136	13.6	50	588	11.8
Dec.,	"	20	186	9.3	20	402	20.2	10	107	10.7	50	695	13.9
Total		240	2,427	10.1	240	3,203	13.3	120	1,372	11.4	600	7,002	11.7
Jan., 1922		20	233	11.7	20	466	23.3	10	90	9.0	50	789	15.8
Feb.,	"	20	208	10.4	20	352	17.6	10	113	11.3	50	673	13.5
Mar.,	"	20	211	10.6	20	374	18.7	10	95	9.5	50	680	13.6
Apr.,	"	20	197	9.9	20	476	23.8	10	169	16.9	50	842	16.8
May,	"	20	153	7.7	20	453	22.7	10	102	10.2	50	708	14.2
June,	"	20	378	18.9	20	468	23.4	10	104	10.4	50	950	19.0
Total		120	1,380	11.5	120	2,589	21.6	60	673	11.2	300	4,642	15.5

Norfolk, Va., Nov. 8th, 1922.

C. E. Reynolds, Car Accountant.

Statement Showing Average Delay Virginian Coal Cars from Mines to Sewalls Point, Delay at Sewalls Point, Delay Sewalls Point to Mines, and Delay from Mines to Sewalls Point and Return, Including Delay at Sewalls Point.

July to December, 1920:

	Days
Avg. delay Mines to Sewalls Point .....	3 5
“ “ At Sewalls Point .....	1 8
“ “ Sewalls Point to Mines .....	2 8
“ “ Mines to Sewalls Point and return (Including Delay at Sewalls Pt.) .....	8 1

January to December, 1921:

Avg. delay Mines to Sewalls Point .....	4 5
“ “ At Sewalls Point .....	3 4
“ “ Sewalls Point to Mines .....	3 1
“ “ Mines to Sewalls Point and return (Including Delay at Sewalls Pt.) .....	11 0

January to June, 1922:

Avg. delay Mines to Sewalls Point .....	3 7
“ “ At Sewalls Point .....	3 4
“ “ Sewalls Point to Mines .....	3 3
“ “ Mines to Sewalls Point and return (Including Delay at Sewalls Pt.) .....	10 5

July, 1920, to June, 1922:

Avg. delay Mines to Sewalls Point .....	3 0
“ “ At Sewalls Point .....	4 0
“ “ Sewalls Point to Mines .....	3 1
“ “ Mines to Sewalls Point and return (Including Delay at Sewalls Pt.) .....	10 1

C. E. Reynolds, Car Accountant.

Norfolk, Va., November 9th, 1922.

Interstate Commerce Commission. Docket No. 13832.  
Date: Nov. 14, 1922. Exhibit No. 27. Witness: Gore.  
Stenographer: Chaws. ———, Defdt.

## Statement Showing Average Miles per Car per day for Years 1920-1921 and First Nine Months 1922

## Coal Cars

	Total coal car mileage	Total coal cars owned	Average off line	Avg. B/O	Total avg. off line and had order	Avg. miles per coal car per day	Avg. miles 100-ton coal car per day	Avg. miles all frt. cars per car per day
1920								
Jan.,	4,716,734	7,310	3,231	134	3,365	3,945	45 22	29 60
Feb.,	4,798,260	7,305	2,383	408	2,791	4,514	36 65	28 90
Mar.,	7,501,096	7,304	3,005	168	3,173	4,131	58 57	41 80
Apr.,	8,467,550	7,304	2,514	230	2,744	4,560	61 90	48 10
May,	5,231,712	7,304	2,538	91	2,629	4,675	36 10	30 20
June,	8,341,892	7,304	2,257	220	2,477	4,827	57 61	47 20
July,	9,509,703	7,304	1,984	129	2,113	5,191	59 09	50 20
Aug.,	9,989,347	7,302	1,874	137	2,011	5,291	60 90	51 20
Sept.,	9,388,885	7,302	1,846	136	1,982	5,320	58 83	48 99
Oct.,	10,109,226	7,302	1,705	80	1,785	5,517	59 11	48 83
Nov.,	8,343,582	7,302	1,697	111	1,808	5,494	50 62	42 23
Dec.,	7,665,661	7,358	1,639	147	1,786	5,572	44 38	35 91
Year,	94,063,648	7,308	2,223	166	2,389	4,919	52 25	41 49
1921								
Jan.,	6,327,481	7,864	1,581	160	1,741	6,123	33 34	26 90
Feb.,	5,256,174	8,274	898	229	1,127	7,147	26 27	22 11
Mar.,	4,476,436	8,294	595	209	804	7,490	19 28	16 89
Apr.,	5,787,337	8,292	491	289	780	7,512	25 68	21 52
May,	8,824,125	8,288	336	467	803	7,485	38 03	30 65
							31 51	

## Statement Showing Average Miles per Car per day—Cont'd

	Total coal car mileage	Total coal cars owned	Average off line	Avg. B/O	Total avg. off line and bad order	Avg. on line in service	Avg. miles per coal car per day	Avg. miles 109-ton coal car per day	Avg. miles all frt. cars per car per day
June, 1921	8,064,764	8,287	390	317	707	7,580	35.47	37.22	29.39
July, "	6,098,303	8,278	474	240	714	7,564	26.01	23.88	22.12
Aug., "	5,804,265	8,278	442	262	704	7,574	24.72	16.58	21.21
Sept., "	4,878,269	8,278	556	191	747	7,531	21.59	17.70	18.93
Oct., "	6,185,363	8,278	663	212	875	7,403	26.95	31.24	23.35
Nov., "	6,203,779	8,276	891	203	1,094	7,182	28.79	28.05	24.44
Dec., "	4,033,090	8,270	666	203	869	7,401	17.58	16.74	15.96
Year, "	71,939,386	8,246	665	248	913	7,333	26.88	25.22	22.77
Jan., 1922	5,454,465	8,267	544	381	925	7,342	23.96	26.63	20.63
Feb., "	5,793,681	8,261	742	316	1,058	7,203	28.73	30.80	24.61
Mar., "	8,051,043	8,241	649	416	1,065	7,176	36.19	37.93	30.55
Apr., "	6,077,572	8,231	455	323	778	7,453	27.18	24.60	24.25
May, "	7,801,978	8,231	483	292	775	7,456	33.75	20.99	29.74
June, "	7,900,575	8,215	857	297	1,154	7,061	37.30	34.79	30.90
July, "	6,586,469	8,204	1,395	236	1,631	6,573	32.32	27.28	26.21
Aug., "	5,467,900	8,204	1,657	466	2,123	6,081	29.01	31.26	23.13
Sept., "	5,888,026	8,204	2,044	405	2,449	5,755	34.10	44.34	27.15
Jan. to Sept., Inc., 1922	59,021,709	8,229	981	348	1,329	6,900	31.33	30.00	26.37

NOTE.—Mileage and averages of 109-ton coal cars also included in all coal cars.

Statement Showing Average Number Foreign Coal Cars on Line Years 1920, 1921, and First Nine Months 1922

	Daily average on line		Daily average on line		Daily average on line
Jan., 1920	2,925	Jan., 1921	222	Jan., 1922	140
Feb., "	2,243	Feb., "	166	Feb., "	145
Mar., "	1,389	Mar., "	146	Mar., "	155
Apr., "	595	Apr., "	173	Apr., "	162
May, "	460	May, "	174	May, "	173
June, "	361	June, "	166	June, "	169
July, "	270	July, "	161	July, "	149
Aug., "	236	Aug., "	175	Aug., "	136
Sept., "	249	Sept., "	191	Sept., "	133
Oct., "	295	Oct., "	207	Jan. to Sept., 1922, Inc.	151
Nov., "	307	Nov., "	247		
Dec., "	292	Dec., "	208		
Year "	802	Year "	186		

Norfolk, Va., Nov. 8th, 1922.

Interstate Commerce Commission, Sheet No. 13832. Date: Nov. 14, 1922. Exhibit No. 28.  
Witness, Defdts., Gore. Commissioner Chauz.

C. E. Reynolds, Car Accountant.

[fol. 1238]

## EXHIBIT 29

Statement of Time Lost in Operation of Coal Mines at Tams, Wyco, and Hot Coal for Years 1920, 1921, and 1922 (Nine Months), Compiled from Affidavits Filed by Operators of said Mines with Virginian Car Distributors  
 Wyco lost 15 hrs. in 1920; 502 hrs. in 1921, and so far in 1922—184 hours. "No market."

Tams—a joint mine—O—1920; 489—1921 and so far in 192—184 hours. "No market."

Hot Coal—O—1920; 493 hrs. 1921, and so far in 1922—176 hours. "No market."

Railroad disability account lack of cars shows:

Wyco, 1920	1,010 hours.
1921	95 hours.
1922	452 hours so far.
Tams, 1920	1,007 hours.
1921	11 hours.
1922	345 hours.
Hot Coal, 1920	697 hours.
1921	82 hours.
1922	435 hours.

(Here follows Exhibit 30, witness Goldblatt, marked side folio pages 1239-1264, inc.)

## EXHIBIT 30

Witness: Goldblatt. Date: Nov. 14, 1922

The Virginian Railway Co.

I. C. C. Docket 13832

## Assignment of Operating Expenses

## Cost Study

## Recapitulation Expenses—Yard and Road. I. C. C. Docket 13832—Application of Formula

District or yard under review

## Winding Gulf Mines to Elmore:

	Total expense of handling coal	Tons of coal handled	Expense per ton of coal handled	Ton miles	Expense per ton of coal one mile
Formula 1A—Maintenance of Way and Structures .....	\$11,536 78	375,078	\$0 03076	6,361,941	\$0,00181
Formula 2A—Maintenance of Equipment .....	11,980 50	.....	0 05194	.....	0 00164
Formula 3A—Transportation Expenses .....	20,633 10	.....	0 05501	.....	0 00324
Formula 4A—General Expenses, Traffic Expenses, and Taxes .....	6,008 35	.....	0 01602	.....	0 00095
<b>Total Expenses .....</b>	<b>\$50,158 73</b>	<b>375,078</b>	<b>\$0 13373</b>	<b>6,361,941</b>	<b>\$0 00766</b>

## Elmore to Princeton:

Formula 1A—Maintenance of Way and Structures .....	\$12,085 18	.....	.....	24,347,547	\$0 00050
Formula 2A—Maintenance of Equipment .....	53,341 47	.....	.....	.....	0 00219
Formula 3A—Transportation Expenses .....	37,088 99	.....	.....	.....	0 00152
Formula 4A—General Expenses, Traffic Expenses, and Taxes .....	13,955 10	.....	.....	.....	0 00057
<b>Total Expenses .....</b>	<b>\$116,470 74</b>	.....	.....	<b>24,347,547</b>	<b>\$0 00478</b>

## Elmore Yard:

Formula 1—Maintenance of Way and Structures .....	\$3,685 20	643,637	\$0 00573	.....	.....
Formula 2—Maintenance of Equipment .....	1,101 37	.....	0 00171	.....	.....
Formula 3—Transportation Expenses .....	2,984 72	.....	0 00464	.....	.....
Formula 4—General Expenses, Traffic Expenses, and Taxes .....	1,057 79	.....	0 00164	.....	.....
<b>Total Expenses .....</b>	<b>\$8,829 08</b>	<b>643,637</b>	<b>\$0 01372</b>	.....	.....

## Princeton Yard:

Formula 1—Maintenance of Way and Structures .....	\$5,003 20	678,796	\$0 00737	.....	.....
Formula 2—Maintenance of Equipment .....	6,579 75	.....	0 00969	.....	.....
Formula 3—Transportation Expenses .....	11,095 95	.....	0 01635	.....	.....
Formula 4—General Expenses, Traffic Expenses, and Taxes .....	3,086 78	.....	0 00455	.....	.....
<b>Total Expenses .....</b>	<b>\$25,755 68</b>	<b>678,796</b>	<b>\$0 03796</b>	.....	.....

## Expense Per Ton of Coal from Winding Gulf Mines to and Through Princeton Yard:

Winding Gulf Mines to Elmore .....	.....	.....	\$0 13373	.....	.....
Through Elmore Yard .....	.....	.....	0 01372	.....	.....
Elmore to Princeton—Expense per ton mile (\$0.00478) and multiplied by mileage (35 miles) .....	.....	.....	0 16730	.....	.....
Through Princeton Yard .....	.....	.....	0 03796	.....	.....
<b>Total Expenses .....</b>	.....	.....	<b>\$0 35271</b>	.....	.....

## Expense Per Ton of Coal from Winding Gulf Mines to and Through Deepwater:

Winding Gulf Mines to Elmore .....	.....	.....	\$0 13373	.....	.....
Through Elmore Yard .....	.....	.....	0 01372	.....	.....
Elmore to Deepwater—Expense per ton mile Elmore to Princeton (\$0.00478) multiplied by mileage (60 miles) .....	.....	.....	0 28680	.....	.....
Through Junction Yard—Expense equal to Princeton Yard .....	.....	.....	0 03796	.....	.....
<b>Total Expenses .....</b>	.....	.....	<b>\$0 47221</b>	.....	.....

The Virginian Railway Company  
Assignment of Operating Expenses  
Cost Study

Maintenance of Way and Structures—Yard. I. C. C. Docket 13832—Formula Sheet 1

Basis of Assignment and Development of Unit Expenses

Account No.	Name	Of system charges (1)	Of New River div. charges (2)	District under review (7)	Freight service (8)	Coal service (9)
201	Superintendence.	After Yard charges to be used for Accts. 202 to 272, inclusive, have been ascertained, determine the percentage proportion of Yard Charges used to total M. of W. & S. expenses, Accounts 202 to 272 inclusive. (See Form 9.) Multiply unallocated System charges by this percentage to produce Yard proportion of expense. Add the product to located Yard Charges.	After Yard charges to be used for Accts. 202 to 272, inclusive, have been ascertained, determine the percentage proportion of Yard Charges used to total M. of W. & S. New River Division Expenses, Accounts 202 to 272, inclusive. (See Form 9.) Multiply unallocated New River Division charges, by this percentage to produce Yard proportion of expense. Add the product to located Yard Charges.	Assign directly as far as possible. Divide the sum of the located and the prorated expense by the number of locomotive hours switching and other service to produce expense per Locomotive hour. (See Form 1 for locomotive hours and Form 9 for located and prorated items.)	Multiply expense per locomotive hour by the number of hours spent in freight switching to produce expense of freight switching. (See Form 1 for Freight Switching locomotive hours.) Divide expense of Freight Switching by total tonnage (weight of loaded cars including lading plus weight of empty cars) handled to produce expense per ton of handling. (See Form 5 for tonnage handled.)	Multiply expense of handling per ton by total tonnage (weight of loaded cars including lading plus weight of empty cars) handled in Coal Service to produce expense of coal service. (See Form 5 for coal tonnage handled.) Divide expense of coal service by number of tons of coal handled thru the Yard to produce the expense of handling per ton of Coal. (See Form 5 for number of tons of coal handled.)
274	Injuries to Persons.					
275	Insurance.					
276	Stationery & Printing.					
277	Other Expenses.					
202	Roadway Maintenance.	Determine the percentage proportion that three times the main line mileage plus the mileage of yard and side tracks for District under Review bear to three times the main line mileage plus mileage of all yard and side tracks for entire system. Multiply unallocated system charges by this percentage. Add result to allocated District under Review expense. (See Form 7 for mileage and Form 9 for M. of W. & S. charges.)	Assign directly as far as possible. Determine the percentage proportion that three times the main line mileage plus the mileage of yard and side tracks of the yard under review bear to three times the mileage of main line plus mileage of yard and side tracks for New River Div. Multiply unallocated New River items by this percentage. Add result to allocated Yard expense. (See Form 7 for mileage and Form 9 for M. of W. & S. charges.)			
208	Bridges and Culverts.					
212	Ties.					
214	Rails.					
216	Other Track Material.					
218	Ballast.					
220	Track Laying, etc.					
221	Right of Way Fences.					
225	Crossings and Signs.					
227	Station and Off. Bldgs.					
229	Roadway Buildings.					
231	Water Stations.					
233	Fuel Stations.					
235	Shops & Engine Houses.					
247	Tel. & Tel. Lines.					
253	Power Plant Buildings.					
255	Power Sub-Station Bldgs.					
257	Power Transmission Sys.					
259	Power Distribution Sys.					
261	Power Line Poles, etc.					
269	Roadway Machines.					
271	Small Tools & Supplies.					
272	Removing Snow, etc.					
203	Roadway Depreciation.	Ascertain the value of facilities located in the Yard under Review, and apply rate now in use to produce depreciation expense. (See Form 6 for values.) Add result to Yard expense.	As explained under "System Charges."			
234	Fuel Stations					
236	Shops & Eng. Hses.					
254	Power Plant Bldg.					

## The Virginian Railway Co.

## Assignment of Operating Expenses

## Cost Study

## Maintenance of Way and Structures—Road. I. C. C. Docket 13832—Formula Sheet 1-A

## Basis of Assignment and Development of Unit Expenses

Account No.	Name	Of system charges (1)	Of New River div. charges (2)	District under review	Freight service	Coal service
201	Superintendence.	System charges assigned to district under review on basis of used M. of W. & S. charges omitting Accounts 201 and 274 to 277, inclusive, to total system charges for like accounts. (Form 9.)	New River Div. charges as signed to district under review on basis of used M. of W. & S. charges omitting Accounts 201 and 274 to 277, inclusive, to total New River Div. charges for like accounts. (Form 9.)			
274	Injuries to Persons.					
275	Insurance.					
276	Stationery & Printing.					
277	Other expenses.					
		(3)	(4)	(7)	(8)	(9)
202	Roadway Maintenance.	Determine the percentage proportion that three times the	Assign directly as far as possible.	Assign directly as far as possible. (See Form 9.)	Assign directly as far as possible.	Multiply expense per gross ton mile of freight by
206	Tunnels & Subways.	main line mileage plus the	Determine the percentage proportion that three	Determine the percentage proportion that tons of	Multiply "Common" expense for district under review by percentage of	gross ton miles (loaded
208	Bridges, Trestles, etc.	mileage of yard and side	times the main line mileage plus the mileage of	coal furnished as fuel for	fuel coal issued to freight locomotives in road service New River Div. to	and empty cars and lading) in coal service to
212	Ties.	tracks for Dist. under review bear to three times the	yard and side tracks of the yard under review bear to three times the	road locomotives in freight service for New River Div. bear to tons of coal furnished road locomotives as fuel for	produce freight expense. (See Form 11).	produce expense of coal service. (Form 2.)
214	Rails.	main line mileage plus mileage of all yard and side	mileage of main line plus	all services New River Division. (See Form 11.) (I. C. C. Formula.)	Divide expense assigned to freight service by gross ton miles (loaded and empty cars and lading) in freight service to produce expense per gross ton mile of freight. (Form 2).	Divide expense of coal service by net coal ton miles to produce expense of handling one ton of coal one mile. (See Form 2.)
216	Other Track Materials.	tracks for entire system.	mileage of yard and side tracks for New River Div. Multiply New River items by this percentage.			
218	Ballast.	Multiply unallocated system charges by this percentage.	Add result to allocated yard expense. (See Form 12 for mileage and Form 9 for M. of W. & S. charges.)			
220	Track Laying, etc.	Add result to allocated Dist. under review expense. (See Form 12 for mileage and Form 9 for M. of W. & S. charges.)				
221	Right of Way Fence.					
225	Crossings & Signs.					
227	Sta. & Off. Bldg. Repairs.					
229	Roadway Buildings.					
231	Water Stations.					
235	Shops and enginehouses.					
247	Tel. & Tel. Lines.					
253	Power Plant Bldgs.					
255	Power Substation Bldgs.					
269	Roadway Machines.					
271	Small Tools & Supplies.					
272	Removing Snow, etc.					
		(5)	(6)			
203	Roadway Depreciation.	Ascertain value of facilities located in the District under review and apply rate now in use to produce expense for District under review. (Form 6)	Assigned to District Under Review as explained under "System Charges."			
209	Bridges, etc. "					

The Virginian Railway Co.  
Assignment of Operating Expenses  
Cost Study

Maintenance of Equipment—Yard. I. C. C. Docket 13832—Formula Sheet 2

Basis of Assignment and Development of Unit Expenses

Account No.	Name	Of system charges (1)	Of New River charges (2)	District under review (5)	Freight service (6)	Coal service (7)
301	Superintendence.	Determine the percentage	Assign directly as far as			
302	Shop Machinery.	proportion that New River	possible.			
303	Shop Machinery Depreciation.	Division allocated charges	Determine the percentage			
304	Power Plant Machinery.	for these accounts bear to	proportion that Yard			
305	Power Plant Machinery-Depreciation.	the sum of allocated New	Switching Locomotive			
308	Steam Locomotives-Repairs.	River and Norfolk Division	miles for Yard under Re-	Assign directly as far as	Assign directly as far as	Multiply expense of han-
309	Steam Locomotives-Depreciation.	charges.	view bear to total Loco-	possible.	possible.	dling per ton of freight
332	Injuries to Persons.	Multiply unallocated System	motive miles, New River	Determine percentage pro-	Divide expense of freight	by the gross coal tonnage
333	Insurance.	charges by this percentage.	Division. (See Form 1	portion that freight	switching by gross ton-	(Loaded and Empty Cars
334	Stationery & Printing.	Add the product to allocated	for Yard Locomotive	switching hours for yard	nage (Empty and Loaded	plus lading) handled thru
335	Other Expenses	New River Division charges.	Miles and Form 10 for	under review bear to total	car plus lading) handled	Yard under Review to
326	Work Equipment Repairs.	(See Form 12).	New River Division Lo-	switching hours, for yard	thru Yard under review	produce cost of switching
327	Work Equipment Depreciation.		comotive Miles.)	under review.	to produce expense of	Coal Service.
			Apply this percentage to	Multiply "common" al-	handling per gross ton of	Divide cost of coal switch-
			located and prorated	located and prorated ex-	freight.	ing by the number of tons
			New River Division	pense by this percentage.	(See Form 5 for ton-	of coal handled thru
			charges to produce Yard	Add result to allocated	nage handled.)	Yard under Review to
			Expense.	freight expense. (See		produce expense of han-
			Add result to located Yard	Form 2 for Switching		dling per ton of coal
			expense.	Locomotive hours and		(See Form 5 for tonnage
				Form 12 for Maintenance		handled).
				of Equipment Expense.)		
		(3)	(4)			
		Determine the percentage	Assign directly as far as			
		proportion that three times	possible.			
		the main line mileage plus	Determine the percentage			
		the mileage of yard and side	proportion that three			
		tracks for New River Divi-	times the main line mile-			
		sion bear to three times the	age plus the mileage of			
		main line mileage plus mile-	yard and side tracks of			
		age of all yard and side	the yard under review			
		tracks for entire system.	bear to three times the			
		Multiply unallocated system	mileage of main line plus			
		charges by this percentage.	mileage of Yard and Side			
		Add result to allocated New	tracks for New River			
		River Division expense.	Divison.			
		See Form 7 for mileage	Multiply located and pro-			
		and Form 12 for Mainte-	rated items by this per-			
		nance of Equipment Ex-	centage.			
		pense.)	Add result to allocated yard			
			expense. (See Form 7			
			for mileage and Form 12			
			for Maintenance of			
			Equipment Expense.)			

The Virginian Railway Co.  
Assignment of Operating Expenses

Maintenance of Equipment—Road. I. C. C. Docket 13832—Formula Sheet 2-A

Cost Study

Basis of Assignment and Development of Unit Expenses

Maintenance of Equipment—Road

Account No.	Name	Of system charges (1)	Of New River div. charges (2)	District under review (3)	Freight service (12)	Coal service (13)
301	Superintendence.	Same as Accounts 302 to 310, inclusive.	Same as Accounts 302 to 310, inclusive.	Determine the percentage proportion that freight expense used for Accts. 302 to 310, inclusive, and 314, 315, 316, 326, and 327 bears to total expense for New River Div. omitting a/c 301, 329 to 337. Multiply New River Div. "common" expense by this proportion to produce expense assignable to freight. (See Form 12.)		
332	Injuries to Persons.					
333	Insurance.					
334	Stationery and Printing.					
335	Other expenses.					
		(4)	(5)			
302	Shop Machinery.	Determine the percentage proportion that allocated New River Div. expense bears to the sum allocated Norfolk and New River River Divisions charges. (See Form 12.)	Determine percentage proportion that locomotive ton miles for district under review bear to locomotive ton miles New River Div. (Form 3). Multiply New River Division charges by this percentage to produce expense for district under review. Add result to district under review.	Assign directly as far as possible. Determine percentage proportion that road locomotive ton miles in freight service district under review bear to total locomotive ton miles same territory. (See Form 3.) Multiply "common" expense by this percentage to produce freight expense. Add result to freight service.	Assign directly as far as possible. Divide expense assigned to freight service by gross ton miles (loaded and empty cars and lading) in freight service to produce expense per gross ton mile of freight. (See Form 2.)	Multiply expense per gross ton mile of freight by gross ton miles (loaded and empty cars and lading) in coal service to produce expense of coal service. Divide expense of coal service by net coal ton miles to produce expense of handling one ton of coal one mile. (See Form 2.)
303	Shop Machinery—Depr.					
304	Power Plant Machinery.					
305	Power Plant Machinery—Depreciation.					
308	Steam Locomotives.					
309	Steam Locomotives—Depr.	Apply this percentage to unallocated system charges and add the product to New River Division charges.		(8)		
310	Steam Locomotives—Retirements.					
		(6)	(7)			
326	Work Equipment—Reprs.	Determine the ratio that three times main line mileage plus mileage of yard and side tracks for district under review bears to main line mileage multiplied by three plus yard and side tracks for entire system. Multiply system charges by this percentage and add result to district charges.	Determine the ratio that three times main line mileage plus mileage of yard and side tracks for district under review bears to main line mileage multiplied by three plus yard and side tracks for New River Div.			
327	Work Equipment—Depr.					
		(9)	(10)	(11)		
314	Freight Train Cars—Repairs.	Divide total of accounts 314, 315 and 316 by the total gross freight ton miles, excluding engines and tenders, to produce expense per gross freight ton-mile. (I. C. C. 0.3.) Multiply expense per gross freight ton-mile by gross ton miles freight service district under review to produce freight expense. Add result to freight expense. (See Form 2)	Allocated directly freight service.	Allocated directly to freight service.		
315	Freight Train Cars—Depreciation.					
316	Freight Train Cars—Retirements.					

## The Virginian Railway Co.

## Assignment of Operating Expenses

## Transportation Expenses—Yard. I. C. C. Docket 13832—Formula Sheet 3

## Cost Study

## Basis of Assignment and Development of Unit Expenses

Account No.	Name	Of system charges (1)	Of New River div. charges (2)	District under review (3)	Freight service (7)	Coal service (8)
371	Superintendence.	Unallocated system charges assigned to New River Div. in ratio that allocated New River Division charges bear to sum of Norfolk and New River Divisions allocated charges. (See Form 13 for charges and ratio.)	Assigns directly as far as possible. Determine percentage proportion that charges used for District under review for Accts. 377 to 389, inclusive, bear to total transportation charges for New River Div. exclusive of 'accts. 372, 373, 376, 407, 410 to 417, and 420. Multiply unallocated New River Div. charges by this percentage to produce expense for Yard under Review. Add product to Yard under Review. (See Form 13.)	Assign directly as far as possible. Determine percentage proportion that expense used in freight service for Accts. 377 to 389 bear to total expense used for same Accounts for Yard under Review. Multiply "common" expenses by this percentage to produce expense assignable to freight service. Add result to freight expense. (See Form 13.)		
410	Stationery and Printing.					
411	Other Expenses.					
414	Insurance.					
377	Yardmasters and Yard Clerks.	Determine the percentage proportion that switching miles for yard under review bear to total Yard switching miles for system. Multiply total system charges for Accounts not directly assignable to Yard under review by this percentage to produce expense for Yard under review. (See Form 1 for switching miles Yard under review and Form 12 for Transportation charges and total Yard switching miles.)	Allocated directly to District under review.	Assign directly as far as possible. Divide expense for these accounts by total number of Yard locomotive hours to produce expense per locomotive hour. Multiply expense per yard locomotive hour by the number of hours spent in freight switching to produce expense of freight switching. (See Form 1 for locomotive hours.)	Divide expense of freight switching by gross tonnage of freight handled through yard to produce expense of switching per gross ton. (See Form 5 for tonnage handled.) Gross tonnage includes loaded and empty cars and lading.	Multiply expense of switching per gross ton by the gross coal tonnage handled thru Yard to produce cost of coal switching. Divide cost of coal switching by number of tons of coal handled thru yard to produce expense of handling one ton of coal. (See Form 5 for tonnage handled.)
378	Yard Conductors and Brakemen.					
379	Yard Switch and Signal tenders.					
380	Yard Engineer.					
382	Fuel for Yard Locomotive.					
385	Water for Yard Locomotives.					
386	Lubricants for Yard Locomotives.					
387	Other Supplies for Yard Locomotives.					
388	Enginehouse expenses—Yard.					
389	Yard Supplies and expenses.					

## The Virginian Railway Co.

## Assignment of Operating Expenses

## Transportation Expense—Road. I. C. C. Docket 13832—Formula Sheet 3A

## Cost Study

## Basis of Assignment and Development of Unit Expenses

Account No.	Name	Of system charges	Of New River div. charges	District under review	Freight service	Coal service
		(1)	(2)	(3)		
371	Superintendence.	Unallocated system charges assigned to New River Div. in ratio that allocated New River Division charges bear to the sum of allocated Norfolk Division and New River Division charges. (See Form 13 for charges and ratio.)	Assign directly as far as possible.	Assign directly as far as possible.		
376	Station supplies and expenses.		Determine percentage proportion that charges used for district under review for accts. 372, 373, 392, 394, 397 to 402, bear to total transportation charges for New River Div. exclusive of accts. 371, 373, 376, 407, 410 to 417, and 420.	Determine percentage proportion that expense used in freight service for Accts. 372, 373, 392, 394, 397, 402, bear to total expense used for same accts. for district under review.		
407	Tel. & Tel. operation.		Multiply located and prorated New River Div. charges by this percentage to produce expense for district under review.	Multiply "common" expenses by this percentage to produce expense assignable to freight service.		
410	Stationary and printing.		Add product to district under review. (See Form 13.)	Add result to freight expense. (See Form 13.)	(10)	(11)
411	Other expenses.				Assign directly as far as possible.	Multiply expense per gross ton mile freight by gross ton miles (including empty and loaded cars and lading) in coal service to produce expense of coal service.
414	Insurance.				Divide expense assigned to freight service by gross ton miles (including empty and loaded cars and lading) of freight. (See Form 2.)	Divide expense of coal service by net ton miles of coal handled to produce expense per ton mile for handling one ton of coal one mile. (See Form 2.)
415	Clearing wrecks.					
416	Damage to property.					
417	Damage to live stock.					
418	Loss and damage—Frt.					
420	Injuries to persons.					
		(4)	(5)	(6)		
392	Train enginemen.	Unallocated system charges assigned to New River Div. in ratio that allocated New River Div. charges bear to sum of allocated Norfolk and New River Div. charges. (Form—13.)	Assign directly as far as possible.	Assign directly as far as possible.		
394	Fuel for locomotives in road service.		Determine the percentage proportion that loco. miles in road service for district under review bear to total road loco. miles for New River Div. Form 10.	Determine percentage proportion that freight loco. miles in road service bear to total loco. miles road service for district under review. Form 10.		
397	Water for locomotives.		Multiply New River Div. expense by this percentage to produce expense for district under review.	Multiply "common" expenses by this percentage to produce expense assignable to freight service.		
398	Lubricants for locomotives.		Add product to district under review.	Add product to freight service.		
399	Other supplies for locomotives.					
400	Enginehouse expense.					
		(7)	(8)	(9)		
372	Dispatching trains.	Unallocated system charges assigned to New River Div. in ratio that allocated New River Div. charges bear to the sum of allocated Norfolk and New River charges. (Form 13.)	Assign directly as far as possible.	Assign directly as far as possible.		
373	Station employees.		Determine percentage proportion that train miles for the district under review bear to train miles New River Div. (Form 10.)	Determine percentage proportion that freight train miles for district under review bear to total train miles for district under review. (Form 10.)		
374	Weighing & Inspection.		Multiply New River Div. charges by this percentage to produce expense for district under review.	Multiply "common" expenses by this percentage to produce expense assignable to freight service.		
401	Trainmen.		Add result to district under review.	Add result to freight expense.		
402	Train supplies, etc.					

[fol. 1247]

The Virginian Railway Co.

Assignment of Operating Expenses

Traffic and General Expenses and Taxes—Yard. I. C. C. Docket 13832—Formula Sheet 4

Cost Study

Basis of Assignment and Development of Unit Expenses

Account No.	Name	Of system charges	Of New River div. charges	District under review	Freight service	Coal service
	Traffic Expenses:	(1)	(2)	(3)	(4)	(5)
351	Superintendence.	Allocated directly to	Allocated directly to	Allocated directly to	Allocated directly to	Determine the percentage
352	Outside Agencies.	Service.	Service.	Service.	Service.	proportion that expense
353	Advertising.					assignable to Coal Service
354	Traffic Associations.					for Maintenance of
357	Insurance.					Way and Structures
358	Stationery & Printing.					Maintenance of Equipment,
359	Other Expenses.					and Transportation Expenses bears
	General Expenses:					total expenses excluding
451	Salaries and Expenses of General Officers.					Traffic and General Expenses.
452	Salaries and Expenses of Clerks and Attendants.					Multiply total Traffic and
453	General Office Supplies and Expenses.					General Expenses by the
454	Law Expenses.					percentage to produce
455	Insurance.					expense assignable to
458	Stationery & Printing.					Coal Service.
459	Valuation Expenses.					Divide the expense
460	Other Expenses.					assigned by the net ton
	Taxes:					of coal handled through
532	Taxes.					yard to produce expense
						of handling per ton of
						coal.

The Virginian Railway Co.

Assignment of Operating Expenses

Traffic and General Expenses and Taxes—Road. I. C. C. 13832—Formula Sheet 4A

Cost Study

Basis of Assignment and Development of Unit Expenses

Name	Of system charges	Of New River div. charges	District under review	Freight service	Coal service
	(1)	(2)	(3)	(4)	(5)
<b>Traffic Expenses:</b>					
61 Superintendence.	Allocated directly to Coal	Allocated directly to Coal	Allocated directly to Coal	Allocated directly to Coal	Determine the percentage proportion that expense assignable to Coal Service for Maintenance of Way and Structures, Maintenance of Equipment and Transportation Expenses bears to total expenses, excluding Traffic and General Expenses.
62 Outside Agencies.	Service.	Service.	Service.	Service.	
63 Advertising.					
64 Traffic Associations.					
65 Insurance.					
66 Stationery & Printing.					
67 Other Expenses.					
<b>General Expenses:</b>					
61 Salaries and Expenses of General Officers.					Multiply total Traffic and General Expenses by this percentage to produce expense assignable to Coal Service.
62 Salaries and Expenses of Clerks and Attendants.					
63 General Office Supplies and Expenses.					
64 Law Expenses.					
65 Insurance.					
66 Stationery & Printing.					
67 Valuation Expenses.					Divide expense so assigned by the net ton miles of coal handled to produce expense of handling one ton of coal one mile.
68 Other Expenses.					
<b>Taxes:</b>					
<b>Taxes.</b>					

## The Virginian Railway Company

## Assignment of Operating Expenses

Maintenance of Way and Structures—Elmore Yard. I. C. C. Docket 13832. Application of Formula Sheet 1

## Cost Study

## Basis of Assignment and Development of Unit Expenses

Account No.	Name	Of system charges 1	Of New River div. charges 2	District under review 3	Freight service 4	Coal service 5
201	Superintendence.	1a—Average monthly charges to be prorated Form 9, Page 468 \$7,253.96.	2a—Average monthly charges to be prorated Form 9, Page 467 \$1,641.09.	\$3,362.96	None	None
274	Injuries to Persons.	1b—Charges used A/c 202-272 Elmore Yd. Form 9, Page 473 (7e) \$3,823.81.	2b—Charges used A/c 202-272 Elmore Yd. Form 9, Page 473 (7e) \$3,823.81.	\$203.49	\$13,872.68	\$0.003346
275	Insurance.	1c—Average monthly charges total M. of W. & S. Form 9, Page 473 \$195,655.82.	2c—Average monthly charges total N. R. Div. Form 9, Page 473 \$84,641.32.	\$72.09	293.70	1,101.374
276	Stationery & Printing.	1d—b ÷ c Ratio used to total charges Form 9 Page 473 .01954.	2d—b ÷ c Ratio of used to total charges .04518.	\$185.27	\$4,074.41	\$3,685.20
277	Other Expenses.	1e—a x d Prorated expense Form 9, Page 372 \$141.74.	2e—a x d prorated expense Form 9, Page 472 \$74.14.	\$3,823.81	\$4,074.41	\$3,685.20
				\$64.82	1,217,701	643,637
				\$141.74	\$0.003346	\$0.005726
				\$4,104.51		
				295.87		
				\$13,872.68		
202	Roadway Maintenance.	3a—Charges to be prorated Form 9, Page 468 \$5,069.99.	4a—Charges to be prorated Form 9, Page 467 \$7,293.65.			
208	Bridges and Culverts.	3b—3 times Main Line plus yard and side track mileage Elmore Yd. Form 7, Page 412 \$26.50.	4b—3 times main line plus yard and side track mileage Elmore Yd. Form 7, Page 412 \$26.50			
212	Ties.	3c—3 times Main Line plus yard and side track mileage System Form 7, Page 412 1,863.18.	4c—3 times main line plus yard and side track mileage N. R. Div. Form 7, Page 412 \$949.50.			
214	Rails.	3d—b ÷ c Ratio Yard to System .01422	4d—b ÷ c Ratio yard to N. R. Div. Form 7, Page 412 .02790.			
216	Other Track Materials.	3e—a x d Prorated expense Form 9, Page 472 \$72.09.	4e—a x d Prorated expense Form 9, Page 477 \$203.49.			
218	Ballast.					
220	Track Laying, etc.					
221	Right of Way Fences.					
225	Crossings and Signs.					
227	Station & Off. Bldgs.					
229	Roadway Buildings.					
231	Water Stations.					
233	Fuel Stations.					
235	Shops & Engine Houses.					
247	Tel. & Tel. Lines.					
253	Power Plant Buildings.					
255	Power Substation Bldgs.					
257	Power Transmission Sys.					
259	Power Distribution Sys.					
261	Power Line Poles, etc.					
269	Roadway Machines.					
271	Small Tools & Supplies.					
272	Removing Snow, etc.					
203	Roadway Depreciation.	5a—Value of facilities Elmore Yd. Form 6, Page 411 \$354,351.00.	Blank			
234	Fuel Stations “					
236	Shops & Eng. Hses. “					
254	Power Plant Bldg. “	5b—Various values included above multiplied by respective rates and divided by 12. Depreciation expense, Form 9, Page 459 \$185.27.				

7a—Assigned directly Form 9, Page 472  
 7b—Prorated New River Div. charges Form 9, Page 472 (4e)  
 7c—Prorated System charges Form 9, Page 472 (3e)  
 7d—Depreciation Expense Form 9, Page 472 (5b)  
 7e—a plus b plus c plus d Total used Elmore Yd. Accts. 202 to 272  
 7f—Assigned directly Acct. 201, Form 9, Page 472  
 7g—Prorated System expense accounts 201 and 274 to 277 Form 9, Page 472 (1e)  
 7h—Prorated New River Div. expense Accts. 201 and 274 to 277 Form 9 Page 472 (2e)  
 7i—e plus f plus g plus h Total M. of W. & S. Charges  
 7j—Locomotive switching hours, Elmore Yard all services Form 1 Page 4  
 7k—i divided by j Expense per switching hour

8a—Charges assigned directly  
 8b—Expense per locomotive switching hour Elmore Yd. (7k)  
 8c—Freight switching hours Elmore Yard, Form 1, Page 4  
 8d—b multiplied by a Prorated freight switching expense Elmore Yd.  
 8e—a plus d Total Freight switching expense Elmore Yd.  
 8f—Gross tonnage of all freight through Elmore Yd. Form 5, Page 345  
 8g—e divided by f Expense per ton of freight handled through Elmore Yd.

9a—Assigned directly  
 9b—Expense per ton for freight handled through Elmore Yard (8g)  
 9c—Gross tonnage handled through Elmore Yd. in coal service Form 5, Page 345  
 9d—b multiplied by — Expense of coal service, Prorated, Elmore Yd.  
 9e—a plus d total expense of coal service Elmore Yard  
 9f—Net tons of coal handled through Elmore Yard, Form 5, Page 345  
 9g—e divided by f Expense per ton of coal handled through Elmore Yard

## The Virginian Railway Company

## Assignment of Operating Expenses

Maintenance of Way and Structures—Princeton Yard. I. C. C. Docket 13832. Application of Formula Sheet 1

## Basis of Assignment and Development of Unit Expenses

## Cost Study

Account No.	Name	Of system charges 1	Of New River charges 2	District under review	Freight service	Coal service
201	Superintendence.	1a—Average monthly charges to be prorated Form 9, Page 468 \$7,253.96.	2a—Average monthly charges to be prorated Form 9, Page 467 \$1,641.09.	\$4,704 09	None	None
274	Injuries to Persons.	1b—Charges used A/c 202-272 Pctn. Yd. Form 9, Page 473 (7e) \$5,991.79.	2b—Charges used A/c 202-272 Pctn. Yd. Form 9, Page 473 (7e) \$5,991.79.	\$310 20	\$5.44290	\$0 00424
275	Insurance.	1c—Average monthly charges total M. of W. & S. Form 9, Page 473 \$195,655.82.	2c—Average monthly charges total N. R. Div. Form 9, Page 473 \$84,641.32.	\$109 92	1,000 25	1,179,166
276	Stationery & Printing.	1b—b ÷ c Ratio used to total charges Form 9, Page 473 .03062.	2d—b ÷ c Ratio of used to total charges .07079.	\$867 58	\$5,444 26	\$5,003 20
277	Other Expenses.	1c—a × d Expense prorated to Pctn. Yd. Form 9, Page 471 \$222.12.	2e—a × d Prorated expense Form 9, Page 471 \$116.17.	\$5,991 79	\$5,444 26	\$5,003 20
				\$44 88	1,282,999	678,798
				\$222 12	\$0 00424	\$0 00737
				\$116 17		
				\$6,374 96		
				1,171 25		
				\$5 44290		
202	Roadway Maintenance.	3a—Charges to be prorated Form 9, Page 468 \$5,069 99.	4a—Charges to be prorated Form 9, Page 467 \$7,293.65.			
208	Bridges and Culverts.	3b—3 times Main Line plus yard and side track mileage Pctn. Yd. Form 7, Page 412 40.39.	4b—3 times main line plus yard and side track mileage Pctn. Yd. Form 7, Page 412 40.39.			
212	Ties.	3c—3 times Main Line plus yard and side track mileage System Form 7, Page 412 1,863.18.	4c—3 times main line plus yard and side track mileage N. R. Div. Form 7, Page 412 949.50.			
214	Rails.	3d—b ÷ c Ratio Yard to System .02168.	4d—b ÷ c Ratio yard to N. R. Div. Form 7, Page 412 .04253.			
216	Other Track Materials.	3e—a × d Prorated expense Form 9, Page 471 \$109.92.	4e—a × d Prorated expense Form 9, Page 471 \$310.20.			
218	Ballast.					
220	Track Laying, etc.					
221	Right of Way Fences.					
225	Crossings and Signs.					
227	Station & Off. Bldgs.					
229	Roadway Buildings.					
231	Water Stations.					
233	Fuel Stations.					
235	Shops & Engine Houses.					
247	Tel. & Tel. Lines.					
253	Power Plant Buildings.					
255	Power Substation Bldgs.					
257	Power Transmission Sys.					
259	Power Distribution Sys.					
261	Power Line Poles, etc.					
269	Roadway Machines.					
271	Small Tools & Supplies.					
272	Removing Snow, etc.					
233	Roadway Depreciation.	5a—Value of facilities Pctn. Yd. Form 6, Page 411 \$832,062.00.	Blank			
234	Fuel Stations “					
236	Shops & Eng. Hses. “					
254	Power Plant Bldg. “	5b—Various values included above multiplied by respective rates and divided by 12 Form 9, Page 459 \$867.58.				

7a—Assigned directly Form 9, Page 471  
7b—Prorated New River Div. Charges Form 9, Page 471 (4e)  
7c—Prorated System charges Form 9, Page 471 (3e)  
7d—Depreciation Expense Form 9, Page 471 (5b)  
7e—a plus b plus c plus d. Total used Pctn. Yard Accts. 202 to 272  
7f—Assigned directly Acct. 201, Form 9, Page 471  
7g—Prorated System expense accounts 201 and 274 to 277 Form 9, Page 471 (1e)  
7h—Prorated New River Div. expense Accts. 201 and 274 to 277 Form 9, Page 471 (2e)  
7i—e plus f plus g plus h. Total M. of W. & S. Charges  
7j—Locomotive switching hours Princeton Yard all services Form 1, Page 4  
7k—i divided by j. Expense per switching hour

8a—Charges assigned directly  
8b—Expense per locomotive switching hour Pctn. Yd. (7k)  
8c—Freight switching hours Princeton Yard, Form 1, Page 4  
8d—b multiplied by c Prorated freight switching expense Pctn. Yd.  
8e—a plus d—Total Freight switching expense Pctn. Yd.  
8f—Gross tonnage of all freight through Pctn. Yd. Form 5, Page 410  
8g—e divided by f Expense per ton of freight handled through Princeton Yd.

9a—Assigned directly  
9b—Expense per ton for freight handled through Princeton Yard (8g)  
9c—Gross tonnage handled through Pctn. Yd. in coal service Form 5, Page 410  
9d—b multiplied by c Expense of coal service, Prorated, Pctn. Yd.  
9e—a plus d Total expense of coal service Princeton Yard  
9f—Net tons of coal handled through Princeton Yard, Form 5, Page 410  
9g—e divided by f Expense per ton of coal handled through Princeton Yard

## The Virginian Railway Company

## Assignment of Operating Expenses

Maintenance of Way and Structures—Road—Winding Gulf Mines to Elmore. I. C. C. Docket 13832—Application of Formula Sheet 1-A

## Cost Study

## Basis of Assignment and Development of Unit Expenses

Account No.	Name	Of system charges (1)	Of New River chgs. (2)	District under review 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	Freight service 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	Coal service 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 1223 1224 1225 1226 1227 1228 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 1251 1252 1253 1254 1255 1256 1257 1258 1259 1260 1261 1262 1263 1264 1265 1266 1267 1268 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294 1295 1296 1297 1298 1299 1300 1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1320 1321 1322 1323 1324 1325 1326 1327 1328 1329 1330 1331 1332 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1369 1370 1371 1372 1373 1374 1375 1376 1377 1378 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 1390 1391 1392 1393 1394 1395 1396 1397 1398 1399 1400 1401 1402 1403 1404 1405 1406 1407 1408 1409 
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### Assignment of Operating Expenses

Maintenance of Way and Structures—Road—Elmore to Princeton. I. C. C. Docket 13832—Application of Formula Sheet 1-A

### Cost Study

### Basis of Assignment and Development of Unit Expenses

[illegible]

The Virginian Railway Co.  
Assignment of Operating Expenses  
Cost Study.

[fol. 1253]

Maintenance of Equipment—Elmore Yard. I. C. C. Docket 13832—Application of Formula Sheet.  
Basis of Assignment and Development of Unit Expenses.

Account No.	Name	Of system charges	Of New River division charges	District under review	Freight service	Coal service
301	Superintendence.					
302	Shop Machinery.					
303	Shop Machinery—Depreciation.					
304	Power Plant Machinery.					
305	Power Plant Machinery—Depreciation.					
308	Steam Locomotives—Repairs.					
309	Steam Locomotives—Depreciation.					
332	Injuries to Persons.					
333	Insurance.					
334	Stationery & Printing.					
335	Other Expenses.					
326	Work Equipment Repairs.					
327	Work Equipment Depreciation.					

Account No.	Name	Of system charges	Of New River division charges	District under review	Freight service	Coal service
301	Superintendence.					
302	Shop Machinery.					
303	Shop Machinery—Depreciation.					
304	Power Plant Machinery.					
305	Power Plant Machinery—Depreciation.					
308	Steam Locomotives—Repairs.					
309	Steam Locomotives—Depreciation.					
332	Injuries to Persons.					
333	Insurance.					
334	Stationery & Printing.					
335	Other Expenses.					
326	Work Equipment Repairs.					
327	Work Equipment Depreciation.					

Account No.	Name	Of system charges	Of New River division charges	District under review	Freight service	Coal service
301	Superintendence.					
302	Shop Machinery.					
303	Shop Machinery—Depreciation.					
304	Power Plant Machinery.					
305	Power Plant Machinery—Depreciation.					
308	Steam Locomotives—Repairs.					
309	Steam Locomotives—Depreciation.					
332	Injuries to Persons.					
333	Insurance.					
334	Stationery & Printing.					
335	Other Expenses.					
326	Work Equipment Repairs.					
327	Work Equipment Depreciation.					

Account No.	Name	Of system charges	Of New River division charges	District under review	Freight service	Coal service
301	Superintendence.					
302	Shop Machinery.					
303	Shop Machinery—Depreciation.					
304	Power Plant Machinery.					
305	Power Plant Machinery—Depreciation.					
308	Steam Locomotives—Repairs.					
309	Steam Locomotives—Depreciation.					
332	Injuries to Persons.					
333	Insurance.					
334	Stationery & Printing.					
335	Other Expenses.					
326	Work Equipment Repairs.					
327	Work Equipment Depreciation.					

The Virginian Railway Co.  
Assignment of Operating Expenses  
Cost Study

Maintenance of Equipment—Princeton Yard. I. C. C. Docket 13832—Application of Formula Sheet 2  
Basis of Assignment and Development of Unit Expenses

Account No.	Name	Of system charges	Of New River div. charges	District under review	Freight service	Coal service
301	Superintendence.	Common	Common	Common		
302	Shop Machinery.					
303	Shop Machinery—Depreciation.					
304	Power Plant Machinery.					
305	Power Plant Machinery—Depreciation.					
308	Steam Locomotives—Repairs.					
309	Steam Locomotives Depreciation.					
332	Injuries to Persons.					
333	Injuries.					
334	Stationery & Printing.					
335	Other Expenses.					
<b>(1)</b>						
1a	Charges to be prorated Form 12, Page 514					
1b	Allocated New River Div. charges A/c 302, 304, 308, 314, 326 Form 12, Page 514					
1c	Allocated Norfolk and New River Div. charges A/c 302, 304, 308, 314-326, Form 12, Page 514					
1d	b ÷ c Ratio New River Div. to total allocated					
1e	a x d Prorated System Expense to New River Div.					
<b>(2)</b>						
2a	Allocated New River Div. charges, Form 12, Page 514					
2b	Prorated System Charges (1e)					
2c	a plus b Charges to be prorated					
2d	Yard Switching Locomotive miles Pctn. Yard, Form 1, Page 4					
2e	Total Locomotive miles New River Division, Form 10, Page 440					
2f	d ÷ e Ratio Yard to total locomotive miles					
2g	e x g Prorated New River division Charges to Pctn. Yard					
<b>(5)</b>						
5a	Allocated Princeton Yard Charges Form 12, Page 514					
5b	Prorated New River Division Charges omitting A/c 326 & 327 (2g)					
5c	Prorated New River Division Charges for A/c 326 & 327 (4g)					
5d	b plus c Charges to be assigned to Freight Service					
5e	Freight switching Locomotive Hours Princeton Yard, Form 1, Page 4					
5f	Total switching locomotive hours Princeton Yard, Form 1, Page 4					
5g	e divided by f Ratio freight to total switching hours					
5h	d x g Common expense prorated					
<b>(6)</b>						
6a	Allocated Freight Expense direct to Princeton Yard (5a)					
6b	Prorated freight items					
6c	Prorated common items					
6d	a plus b plus c Total Freight expense to					
6e	Gross Tonnage through Princeton Yard Form 5, Page 410					
6f	d divided by e Expense per Gross ton					
<b>(7)</b>						
7a	Expense per gross ton freight service (6f)					
7b	Gross tons through Princeton Yard Coal Service, Form 5, Page 410					
7c	a x b Expense of coal switching					
7d	Net tons of coal through Princeton Yard, Form 5, Page 410					
7e	c divided by d Expense per ton of coal					
<b>(3)</b>						
3a	Charges to be prorated Form 12, Page 514					
3b	3 times Main Line plus yard and side track mileage New River Div. Form 7, Page 412					
3c	3 times main line plus yard and side track mileage System, Form 7, Page 412					
3d	b ÷ c Ratio New River Div. to System					
3e	a x d Prorated System Expense to New River Div.					
<b>(4)</b>						
4a	Allocated New River Div. Charges, Form 12, Page 514					
4b	Prorated System Charges (3e)					
4c	a plus b Charges to be prorated					
4d	3 times main line plus yard and side track mileage Pctn. Yard, Form 7, Page 412					
4e	3 times main line plus yard and side track mileage New River Division, Form 7, Page 412					
4f	Ratio Yard to New River Div. mileage					
4g	e x f Prorated New River Div. expense to Pctn. Yd.					

**CHART**

**TOO  
LARGE  
FOR  
FILMING**

The Virginian Railway Co.  
Assignment of Operating Expenses  
Cost Study

Traffic Expenses, General Expenses and Taxxes—Princeton Yard. I. C. C. Docket 1382. Application of Formula Sheet 4

Basis of Assignment and Development of Unit Expenses

Account No.	Name	Of system charges	Of New River div. charges	District under review	Freight service	Coal service
		(1)	(2)	(3)	(4)	
	Traffic Expenses:	Blank	Blank	Blank	Blank	
351	Superintendence.					\$133,222 94
352	Outside Agencies.					\$5,003 20
353	Advertising.					\$6,579 75
354	Traffic Associations.					\$11,095 95
357	Insurance.					\$22,678 90
358	Stationery & Printing.					\$978,634 03
359	Other Expenses.					02317
	General Expenses:					\$3,086 78
451	Salaries and Expenses of General Officers.					678,798
452	Salaries and Expenses of Clerks and Attendants.					\$0 00455
453	General Office Supplies and Expenses.					
454	Law Expenses.					
455	Insurance.					
458	Stationery & Printing.					
459	Valuation Expenses.					
460	Other Expenses.					
	Taxes:					
532	Taxes.					

(5)

5a—Expense to be prorated Form 14, Page 545  
5b—Maintenance of Way & Structures Expense assigned to Coal Service (Formula Sheet 1) (9 e) Form 14, Page 544  
5c—Maintenance of Equipment Expense assigned to Coal Service (Formula Sheet 2) (7e) Form 14, Page 544  
5d—Transportation Expense assigned to Coal Service (Formula Sheet 3) (8c) Form 14, Page 544  
5e—b plus c plus d Total Expense assigned to Coal Service  
5f—Total Expenses System excluding Traffic Expenses and General Expenses Form 14, Page 545  
5g—c divided by f Ratio Coal Expenses to Total Expenses  
5h—a x g Expenses prorated to Coal Service  
5i—Net Tons of coal handled through Princeton Yard, Form 5, Page 345  
5j—h divided by i Expense per ton of coal handled through Princeton Yard

## Assignment of Operating Expenses

Traffic Expenses, General Expenses and taxes—Road, Winding Gulf Mines to Elmore. I. C. C. Docket 13832—Application of Formula Sheet 4-A

## Cost Study

## Basis of Assignment and Development of Unit Expenses

Account No.	Name	Of system charges	Of New River div. charges	District under review	Freight service	Coal service
		(1)	(2)	(3)	(4)	
	Traffic Expenses:	Blank	Blank	Blank	Blank	
351	Superintendence.					\$133,222 94
352	Outside Agencies.					\$11,536 78
353	Advertising.					\$11,980 50
354	Traffic Associations.					\$20,633 10
357	Insurance.					\$44,150 38
358	Stationery & Printing.					\$978,634 03
359	Other Expenses.					0451
	General Expenses:					\$6,008 35
451	Salaries and Expenses of General Officers.					6,361,941
452	Salaries and Expenses of Clerks and Attendants.					\$0 000950
453	General Office Supplies and Expenses.					
454	Law Expenses.					
455	Insurance.					
458	Stationery & Printing.					
459	Valuation Expenses.					
460	Other Expenses.					
	Taxes:					
532	Taxes.					

(5)

5a—Expenses to be prorated Form 14, Page 545	Formula Sheet 1A (9c)
5b—Maintenance of Way and Structures Expense assigned to Coal Service	Form 15, Page 559
5c—Maintenance of Equipment Expense assigned to Coal Service	Formula Sheet 2A (13c) Form 15, Page 560
5d—Transportation Expense assigned to Coal Service	Formula Sheet 3A Form 15, Page 561 (11c)
5e—b plus c plus d Total Expense assigned to Coal Service	
5f—Total Expenses System excluding Traffic Expenses and General Expenses	Form 14, Page 545
5g—e divided by f Ratio coal expense to total expense	
5h—a x g Expense prorated to Coal Service	
5i—Net Tons coal handled—Winding Gulf to Elmore Form 2, Page 139	
5j—h divided by i Expense per ton of coal handled one mile	
Expense of Handling Per Ton of Coal:	
Expense Coal Service (5h)	\$6,008 35
Tons of coal handled	375,078
Expense per ton of coal	\$0 01602

The Virginian Railway Co.  
Assignment of Operating Expenses  
Cost Study

Traffic Expenses, General Expenses and Taxes—Road, Elmore to Princeton. I. C. C. Docket 13832—Application of Formula Sheet 4-A

Basis of Assignment and Development of Unit Expenses

Account No.	Name	Of system charges (1)	Of New River div. charges (2)	District under review (3)	Freight service (4)	Coal service
	Traffic Expenses:	Blank	Blank	Blank	Blank	
351	Superintendence.					\$133,222 94
352	Outside Agencies.					\$12,085 18
353	Advertising.					\$53,341 47
354	Traffic Associations.					\$37,088 99
357	Insurance.					\$102,515 64
358	Stationery & Printing.					\$978,634 03
359	Other Expenses.					10475
	General Expenses:					\$13,955 10
451	Salaries and Expenses of General Officers.					24,347,547
452	Salaries and Expenses of Clerks and Attendants.					\$0 000573
453	General Office Supplies and Expenses.					
454	Law Expenses.					
455	Insurance.					
458	Stationery & Printing.					
459	Valuation Expenses.					
460	Other Expenses.					
	Taxes:					
532	Taxes.					

(5)

Expense to be prorated Form 14, Page 545  
Maintenance of Way and Structures Expense assigned to Coal Service (Formula Sheet 1A) Form 14, Page 544 (9c)  
Maintenance of Equipment Expense assigned to Coal Service (Formula Sheet 2A) (13c) Form 14, Page 544  
Transportation Expense assigned to Coal Service (Formula Sheet 3A) Form 14, Page 544 (11e)  
b plus c plus d Total Expense assigned to Coal Service  
Total Expenses System excluding Traffic Expenses and General Expenses Form 14, Page 545  
e divided by f Ration Coal Expense to total expense  
a x g Expenses prorated to Coal Service  
Net Tons Coal handled—Elmore to Princeton Form 2, Page 139  
h divided by i Expense per ton of coal handled one mile



[fol. 1265]

## EXHIBIT 30—Continued

## The Virginian Railway Company

I. C. C. Docket 13832

## Form 1

Yard Switching Locomotive Hours and Miles, Month of  
June, 1922

Freight Yard:	Locomotive hours	Locomotive miles
Passenger Switching Service .....	2.17	15.02
Freight Switching Service .....	293.70	1,762.20
Other Switching Service .....	0.00	0.00
Total Switching Service .....	<u>295.67</u>	<u>1,775.22</u>
Ratio of Freight Service to Total Switching Service—Elmore Yard..	0.9927	0.9927
Passenger Yard:		
Passenger Switching Service .....	30.00	180.00
Freight Switching Service .....	1,000.25	6,001.50
Other Switching Service .....	141.00	846.00
Total Switching Service .....	<u>1,171.25</u>	<u>7,027.50</u>
Ratio of Freight Service to Total Switching Service—Princeton Yard	0.8540	0.8540

[fol. 1206]

## The Virginian Railway Company

I. C. C. Docket 13832

## Form 2

Ton Miles Exclusive of Locomotives and Tenders. Month of June, 1922

	Net ton-miles, coal service	Gross ton-miles, coal service	Gross ton-miles, all freight service
Winding Gulf Mines to Elmore:			
Coal Service—Lading only.....	6,561,941	.....	.....
Coal Service—Empty cars.....	.....	2,232,527	.....
Coal Service—Loaded Cars plus Lad- ing .....	.....	8,800,533	.....
Total Gross Coal Service....	.....	11,003,000	.....
Gross Freight Service other than Coal—Loaded and Empty Cars plus Lading .....			
Gross Coal Service—Loaded and Empty Cars plus Lading.....	.....	.....	1,604,418
Total Freight Service.....	.....	.....	11,003,000
Elmore to Princeton:			
Coal Service—Lading only.....	24,347,547	.....	.....
Coal Service—Empty Cars.....	.....	8,107,587	.....
Coal Service—Loaded Cars plus Lad- ing .....	.....	33,475,440	.....
Total Gross Coal Service....	.....	41,675,027	.....
Gross Freight Service other than Coal—Loaded and Empty Cars plus Lading .....			
Gross Coal Service.....	.....	.....	4,046,532
Total Freight Service.....	.....	.....	41,673,027
Total Freight Service.....	.....	.....	45,710,550

[fol. 1267]

## The Virginian Railway Company

I. C. C. Docket 13832

## Form 3

Locomotive ton miles. Month of June, 1922

	Freight service	Passenger service	Total
Winding Gulf Mines to Elmore:			
Locomotive Ton Miles in Freight Trains .....	1,715,320	.....	.....
Locomotive Ton Miles light Freight .....	13,621	.....	.....
Total Freight Locomotive Ton Miles .....	1,728,941	.....	1,728,941

	Freight service	Passenger service	Total
Locomotive Ton Miles in Passenger Trains .....		790,143	.....
Locomotive Ton Miles Light Passen- ger .....		.....	.....
Total Passenger Locomotive Ton Miles .....		790,143	790,143
Total Locomotive Ton Miles..	.....	.....	2,519,084
Ratio of Freight to Total.....	.6803		

## Elmore to Princeton:

Locomotive Ton Miles in Freight Trains .....	9,028,050	.....	.....
Locomotive Ton Miles Light Freight	2,183,348	.....	.....
Total Freight Locomotive Ton Miles .....	11,211,998	.....	11,211,998
Locomotive Ton Miles in Passenger Train .....	807,806	.....	.....
Locomotive Ton Miles Light Passen- ger .....	13,203	.....	.....
Total Passenger Locomotive Ton Miles .....	821,009	821,009	
Total Locomotive Ton Miles.....	.....	.....	12,033,007
Ratio of Freight to Total.....	.9317		

## New River Division:

Locomotive Ton Miles in Freight Trains .....	23,151,706
Locomotive Ton Miles Light Freight .....	3,140,180
Locomotive Ton Miles Switching Service .....	3,446,750
Locomotive Ton Miles in Passenger Trains .....	5,045,316
Locomotive Ton Miles Light Passenger .....	117,873
Total .....	34,913,885

[fol. 1268]

## The Virginian Railway Company

I. C. C. Docket 13832

## Form 4

Average Lading of Coal Cars. Month of June, 1922

Car series numbers	Rated capacity in tons	Total number of cars	Total lading in pounds	Average lading	
				Pounds	Tons
1000 to 3199 and 15000 to 17999.....	52½	6818	751,498,840	110,223	55
18000 to 18999 and 6000 to 6999.....	53	2709	326,751,700	120,617	60
19000 to 19999.....	109	715	160,815,680	233,308	117

## [fel. 1269] The Virginian Railway Company

I. C. C. Docket 13832

## Form 5

Tonnage Handled Through Yards. Month of June, 1922

	Net coal tonnage	Gross coal tonnage	Gross tonnage, all freight service
<b>Elmore Yard:</b>			
Into Elmore Yard from			
Winding Gulf Mines . . .	375,078	506,406	517,189
Into Elmore Yard from			
Fourth District . . . . .	250,341	547,801	402,219
From Elmore Yard East-			
bound . . . . .	653,117	906,425	954,260
From Elmore Yard West-			
bound . . . . .	8,739	442,117	561,735
	<hr/>	<hr/>	<hr/>
Totals in and out of			
Elmore Yard . . .	1,287,275	2,203,749	2,435,403
	<hr/>	<hr/>	<hr/>
Average Tons			
Through Elmore			
Yard . . . . .	643,637	1,101,374	1,217,701
	<hr/>	<hr/>	<hr/>
<b>Princeton Yard:</b>			
Into Princeton from West	702,432	974,968	1,021,904
Into Princeton from East		234,960	297,307
From Princeton Eastbound	655,165	910,189	950,666
From Princeton Westbound		238,216	296,121
	<hr/>	<hr/>	<hr/>
Totals in and out of			
Princeton Yard . .	1,357,597	2,358,333	2,565,998
	<hr/>	<hr/>	<hr/>
Average Tons			
Through Princeton			
Yard . . . . .	678,798	1,179,166	1,282,999

(Here follow side folios pages 1270, 1271, 1272 and 1273)

[fol. 1270]

## The Virginian Railway Company

I. C. C. Docket 13832

## Form 6

## Depreciation Expense for Year Ended June 30, 1922

Account	Name	Annual rate	Elmore yard		Princeton yard		Elmore to Princeton		Winding Gulf Mines to Elmore	
			Valuation	Depreciation	Valuation	Depreciation	Valuation	Depreciation	Valuation	Depreciation
203	Roadway, Depreciation.....	1/3 of 1%	\$291,828 00	\$972 76	\$403,128 00	\$1,343 76	\$2,112,513 00	\$7,041 71	\$1,089,846 00	\$3,632 82
209	Bridges, Trestles and Culverts, Depreciation.....	1-1/2%	.....	.....	.....	.....	1,181,370 00	17,720 55	89,131 00	1,336 97
234	Timber Fuel Stations, Depreciation.....	6%	.....	.....	12,214 00	732 84	.....	.....	.....	.....
234	Concrete Fuel Stations, Depreciation.....	2%	30,339 00	606 78	.....	.....	.....	.....	.....	.....
236	Shops and Engine Houses.....	2%	32,184 00	643 68	401,357 00	8,027 14	.....	.....	.....	.....
256	Power Plant Buildings.....	2%	.....	.....	15,363 00	307 26	.....	.....	.....	.....
Total Depreciation 1 Year.....			\$354,351 00	\$2,223 22	\$832,062 00	\$10,411 00	\$3,293,883 00	\$24,762 26	\$1,178,977 00	\$4,969 79
Average Depreciation 1 Month.....			.....	\$185 27	.....	\$867 58	.....	\$2,063 52	.....	\$414 15

[fol. 1271]

## The Virginian Railway Company

I. C. C. Docket 13832

## Form 7

Mileage as of June 30, 1922

	Miles of main track	Miles of side and yard track	3 times main line track	3 times main line plus yard and side track
Elmore Yard.....	5.26	10.72	15.78	26.50
Princeton Yard.....	4.00	28.39	12.00	40.39
Elmore to Princeton.....	42.59	11.70	127.77	139.47
Winding Gulf Mines to Elmore	51.51	31.04	154.53	185.57
New River Division .....	267.19	147.93	801.57	949.50
System .....	550.91	270.45	1,592.75	1,863.18

[fol. 1272]

## The Virginian Railway Company

I. C. C. Docket 13832

## Form 8

Blank

## The Virginian Railway Company

I. C. C. Docket 13832

## Form 9

## Maintenance of Way and Structures Expense, Year Ended June 30, 1922

Period	Acct.	System charges to be pro-rated to		New River division charges to be prorated to		Charges assigned directly to			
		Yard service	Road service	Yard service	Road service	Elmore yard	Princeton yd.	Elmore to Princeton	Winding Gulf Mines to Elmore
	201	\$77,374.50	\$77,374.50	\$19,686.08	\$19,686.00	\$777.79	\$538.54	\$1,112.88	\$1,936.42
	274	2,547.82	2,547.82						
	275	3,113.95	3,113.95						
	276	2,469.94	2,469.94	.00	.00				
	277	1,541.35	1,541.35						
Charges Year Ended June 30, 1922		\$87,047.56	\$87,047.56	\$19,693.08	\$19,693.08	\$777.79	\$538.54	\$1,112.88	\$1,936.42
1/12—Average 1 month		\$7,253.96	\$7,253.96	\$1,641.09	\$1,641.09	\$64.82	\$44.86	\$92.74	\$161.37
	202	\$1,912.14	\$1,912.14	\$22,562.46	\$22,562.46	\$3,473.06	\$3,366.13	\$19,076.10	\$24,436.65
	206		92.40		1,337.32			84.30	458.02
	208	8,876.13	8,876.13	108.84	108.84	726.94	3,705.66	7,746.46	1,760.06
	212	18.48	18.48	4,038.15	4,038.15	2,458.39	8,754.58	17,244.62	25,344.79
	214	361.82	361.82	1,415.65	1,415.65	2,901.53	3,206.38	13,102.21	11,936.10
	216	26,462.21	26,462.21	2,531.47	2,531.47	3,815.64	4,943.99	11,367.30	14,022.48
	218	421.96	421.96	3,345.31	3,345.31	236.95	1,075.05	10,094.04	877.14
	220	489.72	489.72	14,112.72	14,112.72	12,801.64	12,823.40	37,386.35	48,134.14
	221	562.38	562.38	28.16	28.16		9.92	77.86	169.18
	225	774.20	774.20	480.32	480.32	2.14	624.03	555.12	209.37
	227	2,355.74	2,355.74	717.05	717.05	2,061.21	2,680.13	1,219.26	1,315.48
	229	181.72	181.72	206.75	206.75	203.00	72.65	412.86	527.20
	231	2,049.40	2,049.40	1,074.32	1,074.32	1,158.40	2,766.54	1,576.15	46.79
	233	1,613.31		677.76		999.45	2,994.70		
	235	6,008.00	6,008.00	18,436.17	18,436.17	8,601.24	4,818.48	48.88	
	247	661.28	661.28	18,480.62	18,480.62	31.52	589.30	293.25	304.78
	253						157.34		
	255	3.03	3.03						
	257						21.39		
	259					340.04	2,480.01		
	261						645.80		
	269	1,152.71	1,152.71	3,477.81	3,477.81	84.67	251.85	912.07	500.03
	271	6,935.65	6,935.65	3,847.07	3,847.07	391.79	418.26	1,601.88	2,349.32
	272			59.50	59.50	67.85	43.25	426.49	369.73
Charges Year Ended June 30, 1922		\$60,839.88	\$59,318.97	\$87,523.81	\$88,183.37	\$40,355.46	\$56,449.05	\$123,227.22	\$132,761.26
1/2—Average 1 Month		\$5,069.99	\$4,943.25	\$7,293.65	\$7,348.61	\$3,362.96	\$4,704.09	\$10,268.94	\$11,063.44
	203					\$972.76	\$1,343.76	\$7,041.71	\$3,632.82
	209							17,720.55	1,336.97
	233								
	234					\$606.78	732.84		
	236					643.68	8,027.14		
	254						307.26		
Charges Year Ended June 30, 1922						\$2,223.22	\$10,411.00	\$24,762.26	\$4,969.79
1/12—Average 1 month						\$185.27	\$867.58	\$2,063.52	\$414.15

## Statement of Total Maintenance of Way and Structures Charges

	Total charges	
	For entire system	For New River division
Total Charges Exclusive of accounts 201, 274, 275, 276, 277	\$2,347,869.83	\$1,015,695.85
1/12—Average Monthly Charges	\$195,655.82	\$84,641.32

## [fol. 1274] The Virginian Railway Company

I. C. C. Docket 13832

## Form 10

Road Locomotive Miles and Train Miles for Month of June,  
1922

## Locomotive Miles Exclusive of Yard Service

## New River Division:

Light and Other Freight Locomotive Miles excluding Yard Switching.....	9,403
Locomotive Miles in Freight Trains.....	81,195

Total Locomotive Miles, Freight Service....	90,598
Passenger Locomotive Miles.....	28,853

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Total Locomotive Miles..... 119,451

## Elmore to Princeton:

Light and Other Freight Locomotive Miles, excluding Yard Switching.....	5,375
Locomotive Miles in Freight Trains.....	20,484

Total Locomotive Miles, Freight Service....	25,859
Passenger Locomotive Miles.....	4,243

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Total Locomotive Miles..... 30,102

## Winding Gulf Mines to Elmore:

Light and Other Freight Locomotive Miles.....	68
Locomotive Miles in Freight Trains.....	7,819

Total Locomotive Miles, Freight Service..	7,887
Passenger Locomotive Miles.....	9,120

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Total Locomotive Miles..... 17,007

## Train Miles

## New River Division:

Freight Train Miles.....	64,699
Passenger Train Miles.....	28,561
Total Train Miles.....	93,260

## Elmore to Princeton:

Freight Train Miles.....	15,519
Passenger Train Miles.....	4,241
Total Train Miles.....	19,760

## Winding Gulf Mines to Elmore:

Freight Train Miles.....	7,819
Passenger Train Miles.....	9,120
Total Train Miles.....	16,939

[fol. 1275] The Virginian Railway Company

I. C. C. Docket 13832

## Form 11

Fuel Coal Issued Road Locomotives, Entire System, Month  
of June, 1922

	Tons
Total Fuel Coal Issued All Road Locomotives....	34,914
Fuel Coal Issued Road Freight Locomotive Only..	32,133
Ratio of Fuel issued Freight Locomotives to Total Fuel Issued.....	0.920

(Here follow side folio pages 1276 and 1277)

**CHART**

**TOO**

**LARGE**

**FOR**

**FILMING**

## EXHIBIT 31

## The Virginian Railway Company

Statement Showing Expenditures for Additions and Betterments and Equipment by Years, for 1916 to 1921, Inclusive, and for Nine Months Ended September 30, 1922, and The Approximate Amount of Bonds That Could be Taken Down on These Expenditures Under the First Mortgage

Year ended December 31st	Additions and betterments	Equipment	Branch lines and double tracking	Advances to the Virginian Terminal Rail- way for A. & B.	Total expenditures	Approximate amount of bonds which may be taken down to extent of 75% of expenditure		Approximate amount of bonds which may be taken down to extent of 100% of expenditure not to exceed \$50,000 per track mile— Branch lines & double tracking	Approximate amount of bonds which may be taken down to extent of 100% of expenditure— The Vgn. Term.	Total bonds	Remainder being an amount upon which bonds may not be taken down
						Additions and betterments	Equipment				
1916	\$226,626 96	\$358,329 30	\$464,192 52	\$28,660 29	\$1,077,809 07	\$169,970 00	\$268,750 00	\$464,190 00	\$28,660 00	\$931,570 00	\$146,239 07
1917	758,642 37	1,872,635 71	493,531 20	457,555 01	3,582,364 29	568,980 00	1,404,480 00	493,530 00	457,550 00	2,924,540 00	657,824 29
1918	605,583 96	1,829,845 12	685,939 86	254,219 67	3,375,588 61	454,190 00	1,372,380 00	685,940 00	254,220 00	2,766,730 00	608,858 61
1919	728,086 32	48,134 85	1,051,068 10	36,582 20	1,863,871 47	546,060 00	36,100 00	1,051,060 00	36,580 00	1,669,800 00	194,071 47
1920	705,459 62	6,496,443 63	871,846 95		8,073,750 20	529,090 00	4,872,330 00			5,401,420 00	2,672,330 20
1921	1,242,400 11	2,711,455 86	815,587 77	62,809 41	4,832,253 15	931,800 00	2,033,590 00		62,800 00	3,028,190 00	1,804,063 15
Nine months ended Sept. 30, 1922	630,173 29	140,694 96	92,991 90	11,722 09	875,582 24	472,630 00	105,520 00		11,720 00	589,870 00	285,712 24
Total	\$4,896,972 63	\$13,457,539 43	\$4,475,158 30	\$851,548 67	\$23,681,219 03	\$3,672,720 00	\$10,093,150 00	\$2,694,720 00	\$851,530 00	\$17,312,120 00	\$6,369,099 03



## [fol. 1278] The Virginian Railway Company

I. C. C. Docket 13832

## Form 14

Traffic Expenses, General Expenses, and Taxes, Year  
Ended June 30, 1922

## Account

Yard service,  
commonRoad service,  
common

## Traffic Expenses:

351		
352	\$58,543 35	\$58,543 35
353	37,930 83	37,930 83
354	4,190 73	4,190 73
357	2,847 58	2,847 58
358	11 82	11 82
359	25,254 56	25,254 56

## General Expenses:

451		
452	73,167 23	73,167 23
453	149,128 79	149,128 79
454	17,899 52	17,899 52
455	55,594 98	55,594 98
456	3 98	3 98
459	11,304 59	11,304 59
460	32,272 87	32,272 87
461	20,279 71	20,279 71
	327 48	327 48

## Taxes:

532		
	1,109,917 27	1,109,917 27

Total	\$1,598,675 29	\$1,598,675 29
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1/12—Average 1 Month	133,222 94	133,222 94
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(Here follows first sheet of Exhibit 31, marked side folio  
page 1279)

## [fol. 1280] The Virginian Railway Company

Statement Showing Estimated Requirements, Covering  
Fixed Charges and Rents for Leased Roads, for Year  
Ended December 31, 1923

Interest at 5% per annum on \$37,417,000 First Mortgage Bonds .....	\$1,870,850 00
Interest at 6% per annum on the outstanding Equipment Trust Certificates, Series C...	226,200 00
Interest at 6% per annum on the outstanding Equipment Trust No. 76 .....	81,525 00
Installment on principal of Equipment Trust, Series C .....	520,000 00
Installment on principal of Equipment Trust No. 76 .....	108,700 00
Interest at 6% per annum on loan of \$2,000,000 from United States Government under Section 210, Transportation Act, 1920 .....	120,000 00
Rental for lease of Virginian & Western Rail- way .....	100,000 00
Dividend on \$27,955,000 Preferred 6% Cumu- lative Stock .....	1,677,300 00
Total .....	<u>\$4,704,575 00</u>

## [fol. 1281] The Virginian Railway Company

Comparative Statement of Additional Investment Neces-  
sary to Provide Equipment and Facilities to Carry  
2,000,000 Additional Tons of Coal on Virginian Railway

## Westbound Via Chesapeake and Ohio:

Facilities .....	\$1,291,200 00
12 Locomotives .....	1,140,000 00
5,000 Coal Cars .....	12,000,000 00
8 Caboose Cars .....	20,000 00
Total .....	<u>\$14,451,200 00</u>

## Eastbound:

18 Locomotives .....	\$1,710,000 00
2,000 Coal Cars .....	4,800,000 00
10 Caboose Cars .....	25,000 00
	<u>\$6,535,000 00</u>

## [fol. 1282] The Virginian Railway Company

## Statement Purporting to Show Money Outlay in Purchase of 5,000 Steel Coal Cars, 12 Locomotives and 8 Caboose Cars

Cash to be realized from sale of \$9,870,000 Equipment Certificates on basis of discount 7.7%, being the latest experience in sale of such securities .....	\$9,110,010 00
Discount on \$9,870,000 Equipment Certificates sold for 92.3 or 7.7% discount .....	759,990 00
Cash to be paid on the equipment, being the difference between the total cost and certificates equal to 75% of total cost that may be issued .....	3,290,000 00
Total cost of equipment .....	<u>\$13,160,000 00</u>
Interest at 6% per annum for 10 years .....	7,896,000 00
Total money outlay with respect to purchase of equipment and interest on same .....	<u>\$21,056,000 00</u>
Average money outlay per annum, period of ten years .....	<u><u>\$2,105,600 00</u></u>

## Statement Showing Cash Outlay During First Year, with Respect to Purchase of the Above Equipment

Difference between amount realized from sale of Equipment Certificates and total cost of equipment .....	\$4,049,990 00
Interest at 6% per annum on \$13,160,000—Cost of Equipment .....	789,600 00
Two semi-annual payments of installments on principal of \$9,870,000—Equipment Certificates, 5% of principal payable semi-annually .....	987,000 00
	<u>\$5,826,590 00</u>

## [fol. 1283] The Virginian Railway Company

Statement Purporting to Show Money Outlay in Purchase  
of 2,000 Steel Coal Cars, 12 Locomotives and 8 Caboose  
Cars

Cash to be realized from sale of \$4,470,000 Equipment Certificates on basis of dis- count of 7.7%, being the latest experience in sale of such securities .....	\$4,125,810 00
Discount on \$4,470,000 Equipment Certi- ficates sold for 92.3 or 7.7% discount .....	344,190 00
Cash to be paid on the equipment, being the difference between the total cost and cer- tificates equal to 75% of total cost that may be issued .....	1,490,000 00
Total cost of equipment .....	\$5,960,000 00
Interest at 6% per annum for 10 years .....	3,576,000 00
Total money outlay with respect to purchase of equipment and interest on same .....	\$9,536,000 00
Average money outlay per annum, period of ten years .....	\$953,600 00

Statement Showing Cash Outlay During First Year, with  
Respect to Purchase of the Above Equipment

Difference between amount realized from sale of Equipment Certificates and total cost of equipment .....	\$1,834,190 00
Interest at 6% per annum on \$5,960,000— Cost of Equipment .....	357,600 00
Two semiannual payments of installments on principal of \$4,470,000—Equipment Cer- tificates 5% of principal payable semi- annually .....	447,000 00
	\$2,638,790 00

(Here follows Exhibit 32, map of the Virginian Railway  
and connections, side folio page 1284)

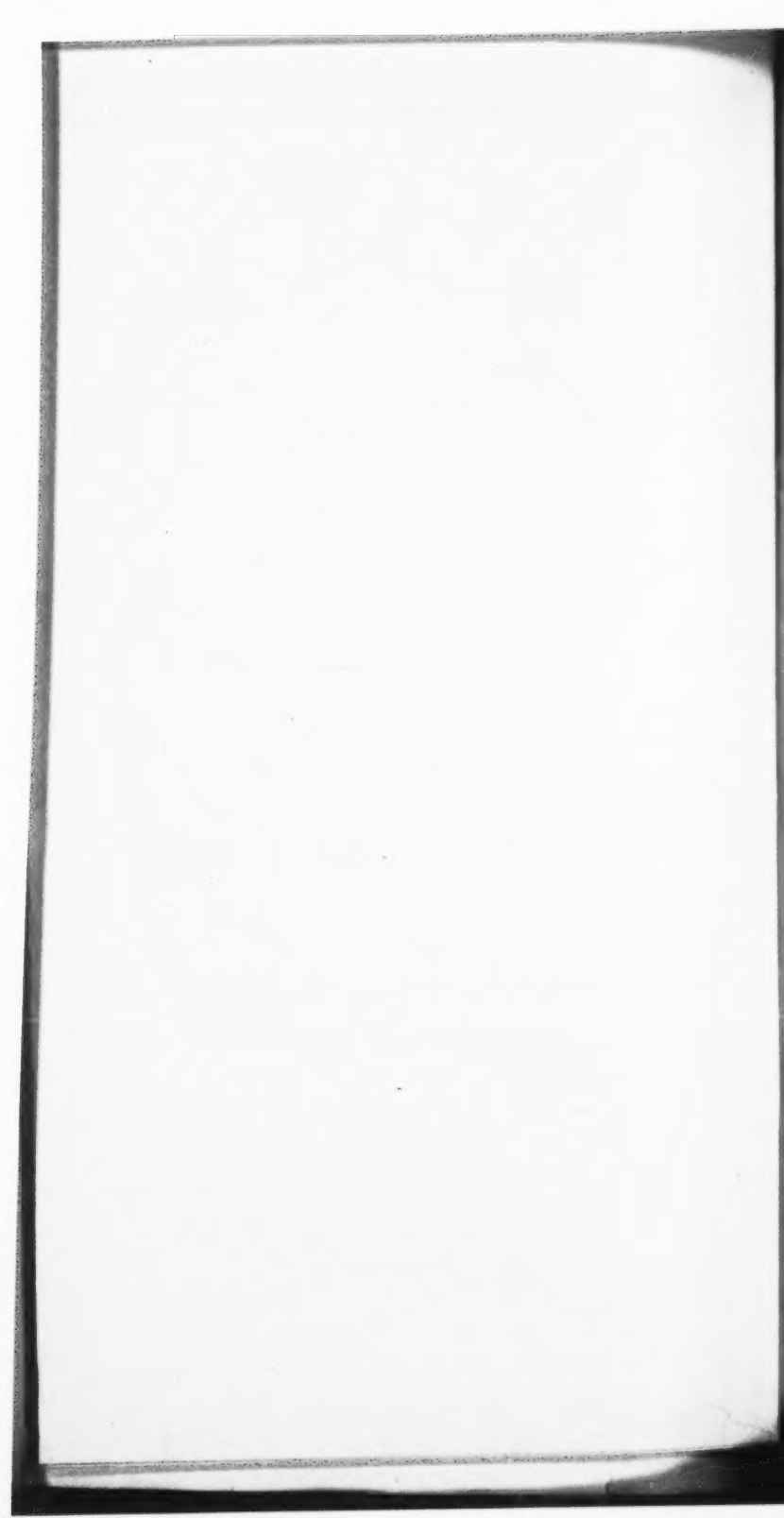
MAPS

TOO

LARGE

FOR

FILMING



[fol. 1285]

## SANDER'S EXHIBIT No. 33

Rates in Bituminous Coal, Carloads, from Hot Coal, W. Va.

In cents per ton, 2,000 Pounds

To	To Pemberton, W. Va.	Beyond	Total	Miles	Rate per ton mile, mills
Toledo, Ohio (for transshipment to vessels via Pemberton, W. Va., C. & O. Ry., to Columbus, O., and H. V. Ry.).	\$1.14	\$2.06	\$3.20	406	7.9
Detroit, Mich. (via Pemberton, C. & O. Ry., to Columbus, O., H. V. Ry., to Toledo, O., and N. C. R. R.).	1.14	2.78	3.92	464	8.4
Milwaukee, Wis. (via Pemberton, W. Va., C. & O. Ry., to Columbus, O., H. V. Ry. to Toledo, O., N. C. R. R. to Detroit, Mich., G. T. Ry. to Grand Haven, Mich., G. V. Ry. (Ferry) to Milwaukee, Wisc.).	1.14	3.99	5.13	738	6.1
Chicago, Ills. (via Pemberton and C. & O.).	1.14	3.24	4.38	596	7.3

## Tariff Authorities:

Vgn. Ry., I. C. C. No. 1542.

C. &amp; O. Ry., I. C. C. No. 8665

C. &amp; O. Ry., I. C. C. No. 9360.

[fols. 1286 &amp; 1287] EXHIBIT No. 34

62 I. C. C., 49

Rates on Bituminous Coal, Carloads

From Branchton, Pa., to Perth Amboy, N. J.

In Cents per Ton of 2,000 Pounds.

To Butler Transfer	Beyond	Total	Miles	Rate per ton-mile, mills
\$1.01	\$2.85	\$3.86	465	8.3

Route: B. & L. E. to Butler, Pa.; B. R. & P. to Clearfield, Pa.; N. Y. C. to Newberry Jet., Pa.; P. & R. to Mt. Carmel, Pa., and L. V. beyond.

## Tariff Authorities:

B. &amp; L. E. R. R., I. C. C. No. 717.

B. R. &amp; P. R. R., I. C. C. No. 7676.

[fol. 1288] INTERSTATE COMMERCE COMMISSION

## EXHIBIT No. 35

Date: Nov. 14, 1922

Steno.: Chany.

Docket No. 13832

Trackage Agreement Dated 1st November, 1917, Between the Chesapeake and Ohio R'y Co., Piney River and Paint Creek Railroad Co., and the Virginian Railway Co.

(Also Agreement Dated 19th Day of April, 1917, Between the New River Co., the Virginian Railway Co. and the Chesapeake and Ohio R'y Co.)

[fol. 1289] This Agreement made this 1st day of November, 1917, between The Chesapeake and Ohio Railway Company, a corporation organized under the laws of the State of Virginia (hereinafter called the "Chesapeake Company"), the Piney River & Paint Creek Railroad Company, a corporation organized under the laws of the State of West Virginia (hereinafter called the "Piney Company"), and The Virginian Railway Company, a corporation organized under the laws of the State of Virginia (hereinafter called the "Virginian Company");

Whereas on the 19th day of April, 1917, an agreement was made and entered into between The New River Company, of the first part; the Virginian Company, of the second part, and the Chesapeake Company, of the third part (a copy whereof is hereto attached); and

Whereas in accordance with said agreement and through transfers and conveyances made in pursuance thereof and concurrently herewith, the Chesapeake Company has acquired all the capital stock of the Piney River & Paint Creek Railroad, and has also acquired the Price Hill Division of the White Oak Railway Company, and the Virginian Company has acquired those portions of the White Oak Railway described as follows, to-wit: that certain line of railroad extending from Oakwood and Carlisle, in Fayette County, to Lochgelly, in said County, and the connecting line of railway extending from a point on said line at Duncan's Crossing, in said County, to a connection with the Vir-

ginian Railway near Bishop, in said County, with all of the right of way, depots, depot grounds, side tracks and spurs belonging and appurtenant thereto; and

Whereas in and by said agreement the Virginian Company and the Chesapeake Company did agree with The New River Company that they and the Piney Company would enter into, for a period of ninety-nine (99) years, this agreement, and that they, to-wit: the Virginian Company and the Chesapeake Company, and each of them, would duly maintain and carry out the provisions of said agreement during the life thereof;

Now, Therefore, This Agreement Witnesseth: That for and in consideration of the premises, and of the mutual promises, agreements and undertakings each with the other as herein set forth, and of one dollar (\$1.00) paid by each party hereto to the other, the receipt whereof is hereby acknowledged:

[fol. 1290]

#### Article I.

Piney River and Paint Creek; Price Hill and White Oak

1. The Chesapeake Company and the Piney Company covenant and agree that the property of the Piney Company shall be incorporated into and operated as a part of the system of the Chesapeake Company during the period of this agreement. And the Virginian Company and the Chesapeake Company mutually agree with each other that the Virginian Company and the Chesapeake Company shall have equal access with their respective locomotives, cars and trains, to and from all mining operations, other industries and stations now or hereafter located on said Piney River and Paint Creek Railroad, said Price Hill Division and said line of railroad extending from Oakwood and Carlisle, in Fayette County, to Lochgelly, in said County, and said connecting line of railway extending from a point at or near Duncan's Crossing, in said County, to said connection with the Virginian Railway, near Bishop, in said County, or on any extension or extensions, branches or spurs, of either, and the equal right to use and enjoy any and all of the facilities appertaining to the said Piney River and Paint Creek Railroad, said Price Hill Division and said line of railroad extending from Oakwood and Carlisle to Lochgelly

and said connecting line of railway extending from a point at or near Duncan's Crossing to a point of connection near Bishop, and any extension or extensions, branches or spurs of either, upon the terms and conditions hereinafter set forth, and under reasonable and proper rules and regulations to be from time to time prescribed, and upon failure to agree the matter to be made the subject of arbitration in the manner hereinafter provided; this right, however, shall not be construed to permit one company to monopolize the tracks or facilities of the other, and it is hereby declared the intent of this contract that each company shall in all respects accord to the other company its full and equal rights and privileges.

2. The Virginian Company shall pay to the Chesapeake Company for the trackage rights above referred to over the Piney River and Paint Creek Railroad an annual rental of two and one-half per cent. ( $2\frac{1}{2}\%$ ) upon the sum of Two Hundred and Seventy Thousand Dollars (\$270,000.00), and upon the sum of Eleven Hundred and Eighteen Dollars and Sixty-eight Cents (\$1,118.68), cost of water station at Skelton erected by the Chesapeake Company, and for the trackage rights aforesaid over the said Price Hill Division [fol. 1291] an annual rental of two and one-half per cent. ( $2\frac{1}{2}\%$ ) upon the sum of Seventy-seven Thousand, Five Hundred Dollars (\$77,500.00); and in like manner the Chesapeake Company shall pay to the Virginian Company for the trackage rights above referred to over said line of railroad extending from Oakwood and Carlisle, in Fayette County, to Lochgelly, in said County, and said connecting line of railway extending from a point at or near Duncan's Crossing, in said County, to said connection with the Virginian Railway, near Bishop, in said County, an annual rental of two and one-half per cent. ( $2\frac{1}{2}\%$ ) upon the sum of Three Hundred and Seventy-nine Thousand Five Hundred Dollars (\$379,500.00); and in the event of the construction of any extensions or betterments said rentals shall be, respectively, increased by two and one-half per cent. ( $2\frac{1}{2}\%$ ) upon the cost thereof; all of the rentals herein provided for shall be paid in equal monthly instalments on or about the 20th day of each month for the preceding calendar month.

3. All maintenance and operating expenses and taxes shall be pro-rated and divided between the said Virginian and Chesapeake Companies upon the basis of "cars handled" by or for each of said Companies; all cars are to be counted, whether loaded or empty, and a locomotive or caboose is to be counted as one car; velocipede, hand, M. of W., motor or push cars are not to be counted.

4. The Virginian Company, in its discretion, may construct such extensions, branches, side tracks, spurs and betterments upon said line of railroad extending from Oakwood and Carlisle, in Fayette County, to Lochgelly, in said County, and said connecting line of railway extending from a point at or near Duncan's Crossing, in said County, to said connection with the Virginian Railway near Bishop, in said County; the Chesapeake Company, in its discretion, may construct such extensions, branches, side tracks, spurs and betterments upon the Piney River & Paint Creek Railroad and also upon said Price Hill Division.

Provided that if it shall be desired to connect any new coal operation or other industry with any of the tracks in this Section 4 of Article I mentioned, and the Company owning or operating such track shall not desire to make such connection, the other Company, party hereto entitled to use such track hereunder, may put in such connection, upon thirty (30) days' notice to such owning or operating Company of its intention so to do, if such owning or operating Company shall not within said period of thirty (30) days elect, and notify the other Company of its intention, to put in such connection itself; if such connection be so put in by the Company not owning the track with which the connection is made, it shall have the exclusive right and duty to use, operate and maintain the same.

5. The supervision of operations on the above described properties over which the said Virginian Company and the said Chesapeake Company are to have equal access shall be adjusted from time to time between said Virginian Company and said Chesapeake Company as conditions may arise and require, subject to arbitration as hereinafter provided; and, if deemed advisable, the parties hereto may join in the appointment of a superintendent, or other official, in charge of the operation and maintenance of the

tracks, facilities and train service on said properties herein described, whose jurisdiction and duties may from time to time be defined and extended, and such official shall be appointed and his authority and duties prescribed only by the written agreement of the chief operating officer of each party hereto, and the services of all joint officials and employes must be performed with strict impartiality and fairness; upon request of the chief operating officer of either party hereto, any joint official or employe shall be removed.

If deemed desirable, separate engines and crews may be assigned to do the work on the tracks over which the said Virginian and Chesapeake Companies have equal right of access under this agreement, and in any such case the cost and expenses of the crew or crews, including rental for the locomotives, and all expenses in connection therewith, shall be pro-rated upon the basis of "cars handled" each month.

6. The Chesapeake Company covenants and agrees that it will haul, or cause to be hauled, the cars of the Virginian Company from Carlisle Junction to and from the mines at Scarbro, Whipple and Wingrove; the Virginian Company to pay the Chesapeake Company such reasonable sum as may from time to time be determined by mutual agreement (and by arbitration in case of failure to agree) per loaded car, empties not to be charged for, and upon failing to so switch said cars the Virginian Company shall have the right to do said switching itself if it so elects.

[fol. 1293]

## Article II

### Chesapeake Trackage Granted Virginian Company

1. In addition to the foregoing the Chesapeake Company hereby grants to the Virginian Company trackage rights as follows, subject to the conditions, terms and limitations hereinafter set forth:

From the connection between the Chesapeake and the Virginian Companies' railways at Pemberton; thence via the line heretofore known as the Raleigh & Southwestern Railway, and via a "Y" connection, to Beckley Junction, where a connection is made with the Piney River & Paint Creek Railroad; thence (from Beckley Junction) to Westwood; and included in this trackage is to be access to the

coal and coke operations now or hereafter located along the tracks above described and to Raleigh Mine No. 3 (the mileage of said trackage amounting to approximately 11.62 miles), and also the right to transport over said tracks through business to and from points beyond Pemberton reached via the Virginian Railway and to and from points on the Piney River & Paint Creek Railroad.

2. As rental for the trackage rights in this article granted it, the Virginian Company agrees to pay the Chesapeake Company its proportionate part of a sum equal to five per cent per annum upon the value of all the tracks and facilities of the Chesapeake Company which are used by the Virginian Company, in equal monthly installments on or about the 20th day of each month for the preceding calendar month, such proportion of said sum to be determined upon the "cars handled" basis as hereinbefore defined; provided, however, that the Virginian Company shall in no case pay less than twenty-five (25) per cent of such sum per annum; and the Virginian Company will further pay one-half of all the taxes and insurance on the said tracks and facilities when and as bills for the same are rendered, provided, that at the end of the period covered by any such bill for taxes or insurance an adjustment of the amount of such bill shall be made on the basis of "cars handled" as hereinbefore defined and the said bill shall be divided between the parties hereto according to such adjustment.

3. For the purpose of this agreement the value of the Chesapeake Company's tracks and facilities as set forth above is hereby declared to be as follows, viz:

[fol. 1294] Between Pemberton and Beckley Junction, including the wye at Raleigh Junction	\$241,699
Between Beckley Junction and Westwood	49,000
Between end of wye at West Raleigh and Mile Post 14, including Raleigh Mine No. 3	19,354
Total Valuation	\$310,053

4. The Virginian Company agrees to pay the Chesapeake Company its proportion of operating and maintaining the tracks and facilities which it uses upon the basis of "cars handled" as hereinbefore defined.

5. The Chesapeake Company agrees to maintain its tracks and facilities in good condition suitable for the service they are called upon to perform.

It shall have the right to make such permanent additions, extensions and improvements to its bridges, tracks and other facilities as in its judgment is proper and right.

Upon such permanent additions, extensions and improvements any part of which shall be used by the Virginian Company, the Virginian Company is to pay the Chesapeake Company, in monthly instalments as aforesaid, its proportion, as hereinbefore defined, of five (5) per cent. per annum upon the cost thereof, and of the taxes, insurance and expenses of operation, maintenance and repairs upon such additions, extensions and improvements, upon the basis of "cars handled" as hereinbefore defined, with a minimum as to the interest of twenty-five (25) per cent. as aforesaid.

6. Should the shipments over the Virginian Railway from any of the mines on that portion of the line of the Chesapeake Company between Beckley Junction and Westwood, or on the branch line extending from a junction with the Chesapeake Company's line near Mile Post 14 to Raleigh Mine No. 3, at any time become so diminished as to make the trackage rights to said mine or mines herein granted to the Virginian Company unprofitable to it, said trackage rights to said mine or mines and all of the obligations of the Virginian Company as to any payment on account thereof may, at the option of the Virginian Company, be cancelled upon sixty days' notice in writing by it to the Chesapeake Company.

[fol. 1295]

### Article III

#### Virginian Trackage Granted Chesapeake Company

1. In addition to the rights granted in Article I hereof, the Virginian Company hereby grants to the Chesapeake Company trackage rights as follows, subject to the conditions, terms and limitations hereinafter set forth:

(a) From a point 1,600 feet north of the head-block at Bishop, along the main line of the Virginian Railway, to the head-block where the tracks leading to the Weirwood Mine leave the tracks of the Virginian Railway, a distance

of 9.11 miles, also to a connection with the White Oak Railway near Bishop, and included in the rights granted in this paragraph is the right to have access to all coal and coke operations now or hereafter located along the line of track in this paragraph above described.

In the event that the land upon which the Weirwood Mine is at present situated shall be hereafter developed by new openings upon or adjacent to the line of the Virginian Company and not more than two (2) miles east of Weirwood, the trackage rights described in this clause shall be extended to the head-block of the tracks connecting such new development with the main line of the Virginian Company, and the valuation hereinafter mentioned shall be increased accordingly.

In the event a "Y" connection is built near Silver Gap to connect the White Oak Railway with the Virginian Railway, the Chesapeake Company is to have the right to use the same or not as it may elect, but in the event that it elects to use the same, then it will pay for such use, including interest on the cost of the same, as herein provided.

(b) From a connection made by the Chesapeake Company with the Glenn-White Branch of the Virginian Company at or near Glenn-White Junction to the point where the tracks of the E. E. White Coal Company connect with the said Glenn-White Branch of the Virginian Company's railway, a distance of about one (1) mile; included in this trackage is to be access to all coal and coke operations now or hereafter located along the last above described track.

2. As rental for the trackage rights in this Article granted it, the Chesapeake Company agrees to pay the Virginian Company its proportionate part of a sum equal to five (5) per cent. per annum upon the value of all the tracks and facilities of the Virginian Company which are used by the [fol. 1296] Chesapeake Company, in equal monthly installments on or about the 20th day of each month for the preceding calendar month, such proportion of said sum to be determined upon the "cars handled" basis as hereinbefore defined; provided, however, that for the calendar year 1917 the Chesapeake Company shall pay fifteen per cent. (15%) of the interest upon the value of that portion of the line between Bishop and Weirwood as set forth in the next succeeding paragraph, but that thereafter said Ches-

peake Company shall in no case pay less than twenty-five per cent. (25%) of the interest upon the value of the tracks and facilities of the Virginian Company above referred to per annum; and the Chesapeake Company will further pay one-half of all the taxes and insurance on the said tracks and facilities when and as bills for the same are rendered; provided, that at the end of the period covered by any such bill for taxes or insurance an adjustment of the amount of such bill shall be made on the basis of "cars handled" as hereinbefore defined and the said bill shall be divided between the parties hereto according to such adjustment.

3. For the purpose of this agreement the value of the Virginian Company's tracks and facilities as set forth in the preceding paragraph is hereby declared to be as follows:

From a point 1,600 feet north of the head-block at Bishop along the main line of the Virginian Railway to the head-block where the tracks leading to the Weirwood Mine leave the tracks of the Virginian Company, a distance of 9.11 miles main line, passing tracks and connection with W. O. R'y		\$650,087 00
The Glenn-White Branch		13,609 00
Total Valuation		<hr/> \$663,696 00

4. The Chesapeake Company agrees to pay the Virginian Company its proportion of operating and maintaining the tracks and facilities which it uses, upon the basis of "cars handled" as hereinbefore defined.

5. The Virginian Company agrees to maintain its tracks and facilities in good condition suitable for the services they are called upon to perform.

It shall have the right to make such permanent additions, extensions and improvements to its bridges, tracks and other facilities as in its judgment is proper and right.

[fol. 1297] Upon such permanent additions, extensions and improvements any part of which shall be used by the Chesapeake Company, the Chesapeake Company, is to pay the Virginian Company in monthly instalments as aforesaid.

its proportion, as hereinbefore defined, of five (5) per cent. per annum upon the cost thereof, and of the taxes, insurance and expenses of operation, maintenance and repairs upon such additions, extensions and improvements, upon the basis of "cars handled" as hereinbefore defined, with a minimum as to the interest of twenty-five (25) per cent, as aforesaid.

6. The Chesapeake Company shall have the right at any time to cancel the trackage rights in this Article III granted it by the Virginian Company, and its obligation to any payment on account thereof, upon sixty (60) days notice in writing to the Virginian Company.

#### Article IV

##### General Provisions.

1. With the exception of coal and coke, neither the Virginian Company nor the Chesapeake Company is to do any freight business to, from or between the stations located on the tracks, mentioned in Articles II and III hereof, over which said Companies, respectively, are granted trackage rights under this agreement. No restriction whatever is or shall be placed upon either of the Companies in the handling of coal and coke, or in operations over the tracks mentioned in Article I or to or from any station thereon.

2. Passenger train service and revenue, including mail and express, shall be adjusted from time to time between the parties hereto as conditions may arise and require, subject to arbitration as hereinafter provided.

3. All payments and settlements required to be made hereunder shall be promptly made as near the 20th of the month, for the preceding calendar month, as is practicable; and in order to avoid passing of unnecessary bills, and because it is considered that the service rendered by one road will be offset by similar services rendered by the other road, it is agreed that whenever the term "operating expenses" is referred to herein, it shall not include any portion of the salaries or expenses of general and division officers, clerks, train dispatchers, roadmasters, etc.; only bills for the services of agents, operators, track and bridge men, and jointly [fol. 1298] employed trainmen and enginemen, if any, and

other employes who may be stationed directly upon or along the tracks covered by this agreement, are to be included.

4. Passenger trains of both Companies shall have equal rights and have preference over all freight trains. In like manner freight trains of both Companies shall have equal rights, it being the true intent and meaning hereof that no discrimination shall be practiced in the movement of trains, but that the trains of each Company shall have fair and reasonable service.

5. The switches of all connections shall be kept closed and locked in accordance with rules prescribed by the Company owning the track; and each Company shall have supervision and control over its own tracks and keep them in good condition and repair, and the Company using said tracks under this agreement shall not by reason of any defect in the tracks, bridges or other structures, or the appliances or appurtenances connected therewith, or obstruction to the traffic caused by wrecks, the elements, or otherwise, or by reason of the failure or neglect of the Company owning the tracks to repair any such defect, or to remove any such obstruction, have or make any claim or demand for any loss, damage or injury whatsoever arising from such defect, neglect or failure. But in case the Company owning the track shall fail to repair any such defect or remove any such obstruction within a reasonable time after the using Company shall have given it written notice specifying the defect or obstruction and requesting that it be repaired, or removed, as the case may be, then the using Company shall have the right to make the necessary repairs or removals at the cost and expense of the owning Company.

6. The Company owning the tracks shall prescribe the time tables, rules and regulations governing the use of its tracks, and all such time tables, rules and regulations shall be fair and reasonable, and the expense of printing time tables shall in each instance be borne by the Company requesting a change in time.

7. If any employe of the using Company shall neglect or refuse to obey any rule established by the owning Company governing the use of its tracks, then such employe shall, upon written request of the chief operating officer of the

owning Company, be prohibited from running over or upon any of the tracks of the owning Company.

8. The books and accounts of each Company, so far as they relate to the bills to be rendered hereunder, shall be [fol. 1299] open at all reasonable times to the inspection of the properly authorized representative of the other Company.

9. All loaded cars are to be forwarded to destination over the route of the carrier party hereto furnishing the same.

10. In order to avoid duplication of switching at the various coal and coke operations, the mutual effort is to be made to work out plans by which one Company will do all the switching at given places both for itself and for the other Company, and this basis is to be worked out in a manner that will be fair and equitable to each of the parties hereto, and it is to be done by special agreement covering each particular case and at as near actual cost as can be determined, and no discrimination for or against either Company is to be practiced by the other.

## Article V

### Liability Between Each Other

1. In respect to liability for damage to or loss or destruction of property, personal injury or loss of life occurring in connection with the use of any of the tracks covered by this agreement, the following provisions shall apply as between the Chesapeake Company and the Virginian Company, herein referred to collectively as the Companies.

2. All men (except those employed on locomotives or cars by one only of the Companies) regularly or temporarily employed in connection with the construction, operation, maintenance, repair and renewal of said tracks, or appurtenances or appliances used in connection therewith, shall be deemed joint employees of the Companies.

3. Each of the Companies shall be liable for all damage to or loss or destruction of property, personal injury or loss of life which shall be caused by its locomotives or cars through the acts or omissions of its men or joint employees.

4. In the event of a collision between the locomotives or cars of the Companies, caused by the joint acts or omissions of their employes, or caused partially or wholly by the acts or omissions of a joint employe, each of the Companies shall sustain without indemnity all loss or damage to or destruction of its own locomotives and cars, and be liable for all property in its custody, and for all personal injury or loss of life to its own employes or to persons upon its locomotives or cars; and if there shall be any loss or damage to or destruction of property of any other party or any personal injury or loss of life to any other party or to a joint employe, or if the track, buildings, structures, appurtenances or appliances of the owning Company shall be damaged or destroyed, the Companies shall equally bear the amount that shall be paid in settlement of all claims of such other party, or joint employe, and the expense of making such repairs to or rebuilding of the track, buildings, appurtenances or appliances as shall be necessary by reason of such collision.

5. In the event of any loss or damage to or destruction of property of a third party by fire or otherwise, or in event of any personal injury to or loss of life of a third party or a joint employe, the responsibility for which cannot be determined with certainty, the Companies shall equally bear the amount that shall be paid in satisfaction of any judgment or decree of court, or otherwise, in settlement of any claim for such loss, damage, destruction, personal injury or loss of life.

6. If either of the Companies shall be compelled to pay any judgment, costs, or expenses, the whole or any part of which by the terms hereof should be borne by the other, then the Company so liable shall promptly reimburse the Company making the payment for the amount so paid.

7. In case of any suit or action against either of the Companies for any damage, loss or destruction, personal injury or loss of life for which the other Company shall be wholly liable hereunder, the Company against which suit or action shall have been brought may give the other notice of the pendency thereof, and thereupon and thereafter it shall be the duty of the Company so notified to take charge of the defense and conduct the same and pay all expenses thereof,

including attorneys' and counsel fees, and to pay or perform such judgment or decree as shall be rendered therein.

8. In case of any suit or action involving joint liability the Company against which suit or action shall have been brought shall give the other due notice of the pendency thereof.

## Article VI

### Arbitration

In case any difference shall arise between the parties hereto with respect to the rights, duties or obligations of any party or parties hereunder, said matter in dispute or [fol. 1301] the question upon which the parties hereto are unable to agree shall be submitted to a board of arbitration in the following manner:

The party desiring to present any question to arbitrators shall serve upon the other party a written notice containing a statement of the question or matter to be submitted and of its contention with respect to its or their rights, with appropriate reference to the clauses or provisions of this contract upon which its claims are based, and name therein the person selected as its arbitrator; and it shall be the duty of the other party hereto, within fifteen (15) days, to make answer thereto in writing and name an arbitrator and in event it does not do so the party serving such notice may select a second arbitrator, and the two thus named shall select a third; in the event that the two arbitrators selected by the parties, respectively, fail to agree on an umpire within fifteen (15) days after their appointment, then the said umpire may be named by the United States District Judge for the Eastern District of Virginia; reasonable notice shall be given to each party of the date of the hearing before the board of arbitrators chosen as hereinbefore set forth, a majority of whom may act in the matter in controversy and make report thereof in writing to the parties hereto, and their findings and award in the premises shall be final and binding, and the parties hereto hereby agree to and with each other that they will abide by and perform such award; the expense of such arbitration, including fees of the arbitrators, shall be borne by the parties hereto equally.

Pending settlement of the matter submitted for arbitration the relations and conduct of the parties towards each other shall continue pursuant to the provisions of this agreement and shall in no way be affected by such controversy.

## Article VII

### Duration

The period of this agreement shall be for ninety-nine (99) years, and thereafter subject to termination upon six months' notice in writing by either party to the other, provided that if either party hereto intends to let this agreement expire by limitation at the end of said ninety-nine (99) years, it shall give to the other six months' notice in writing of such intention.

[fol. 1302]

## Article VIII

### Restoration

Upon the termination of this agreement the Chesapeake Company shall be restored to and thereafter have exclusive possession of its tracks and other property in respect of which rights are hereby granted the Virginian Company, and the Virginian Company shall be restored to and thereafter have exclusive possession of its tracks and other property.

## Article IX

### Cancellation of Agreement of November 12, 1912

That certain agreement dated the 12th day of November, 1912, between the Chesapeake Company and the Virginian Company, providing for the joint use of the Piney River & Paint Creek Railroad and White Oak Railway and certain trackage rights over one another's lines as therein set forth, together with all existing working arrangements under said agreement of the 12th day of November, 1912, are hereby vacated and annulled.

## Article X

### Map

The map hereto attached marked "Map attached to Agreement between The Virginian Railway Company and

The Chesapeake & Ohio Railway Company, dated 1st day of Nov., 1917," is hereby made a part of this agreement, and reference is hereby made thereto for a full description of the various lines of railroad hereinabove referred to.

In witness whereof the parties hereto have hereunto caused their corporate names to be signed and their corporate seals to be affixed by their proper officers thereunto duly authorized.

The Chesapeake and Ohio Railway Company, by ———  
———, President.

Attest: ———, Asst. Secretary.

Piney River & Paint Creek Railroad Company, by  
———, President.

Attest: ———, Secretary.

The Virginian Railway Company, by ———,  
President.

Attest: ———, Secretary.

[fol. 1304] STATE OF NEW YORK,  
County of New York, to wit:

I, Henry F. Lohmeyer, a Notary Public in and for the County and State aforesaid, do certify that Geo. W. Stevens personally appeared before me in my said County, and being by me duly sworn, did depose and say that he is the President of The Chesapeake and Ohio Railway Company, one of the corporations described in the foregoing writing, bearing date the 1st day of November, 1917, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said Geo. W. Stevens acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 31st day of December, 1917.

(Sgd.) Henry F. Lohmeyer, Notary Public. My commission expires Mar. 30, 1919. Notary Public, Kings County No. 133. Certificate filed in New York County No. 79. Kings County Register's No. 9037. New York County Register's No. 9120. Commission expires March 30, 1919. (Seal.)

STATE OF NEW YORK,  
County of New York, to wit:

I, Henry F. Lohmeyer, a Notary Public in and for the County and State aforesaid, do certify that Robert H. Gross personally appeared before me in my said County, and being by me duly sworn, did depose and say that he is the President of the Piney River & Paint Creek Railroad Company, one of the corporations described in the foregoing writing, bearing date the 1st day of November, 1917, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said Robert H. Gross acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 31st day of December, 1917.

(Sgd.) Henry F. Lohmeyer, Notary Public. My commission expires Mar. 30, 1919. Notary Public, Kings County No. 133. Certificate filed in New York County No. 79. Kings County Register's No. 9037. New York County Register's No. 9120. Commission expires March 30, 1919. (Seal.)

[fol. 1305] STATE OF NEW YORK,  
County of New York, to wit:

I, Henry F. Lohmeyer, a Notary Public in and for the County and State aforesaid, do certify that C. W. Huntington personally appeared before me in my said County,

and being by me duly sworn, did depose and say that he is the President of The Virginiaian Railway Company, one of the corporations described in the foregoing writing, bearing date the 1st day of November, 1917, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that the said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said C. W. Huntington acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 31st day of December, 1917.

(Sgd.) Henry F. Lohmeyer, Notary Public. My commission expires Mar. 30, 1919. Notary Public, Kings County No. 133. Certificate filed in New York County No. 79. Kings County Register's No. 9037. New York County Register's No. 9120. Commission expires March 30, 1919. (Seal.)

[fol. 1306] This agreement made this 19th day of April, 1917, between The New River Company, a corporation of the State of West Virginia, of the first part; The Virginian Railway Company, a corporation of the State of Virginia, of the second part, and The Chesapeake and Ohio Railway Company, a corporation of the State of Virginia, of the third part;

Witnesseth:

Whereas The New River Company owns or controls all of the stock of White Oak Railway Company, a corporation of the State of West Virginia, which owns a line of railroad extending from Oakwood and Carlisle, in Fayette County, to Lochgelly, in said County, including with spurs and side tracks 13.04 miles of track, and also owns a connecting line of railway extending from a point on its line first above mentioned at Duncan's Crossing, in said County, to a connection with the Virginian Railway near Bishop, in said County, including with spurs and side track 2.52 miles of track, and also its Price Hill Division, extending from a connection with the Chesapeake and Ohio Railway at

Price Hill Junction, in said County, to Price Hill, in Raleigh County, West Virginia, including with spurs and side tracks 3.80 miles of track, all as shown on the map hereto attached; and

Whereas The New River Company also owns or controls all of the stock of the Piney River & Paint Creek Railroad Company, a corporation of the State of West Virginia, which owns a line of railroad extending from Beckley Junction, a point of connection with the Chesapeake and Ohio Railway, in said County of Raleigh, to Prosperity, also in said County, including with spurs and side tracks 10.9 miles of track, all as shown on the map hereto attached; and

Whereas said The New River Company also owns, or is a large stockholder in corporations owning certain lands and mining operations thereon served by said White Oak Railway and Piney River & Paint Creek Railroad; and

Whereas The Virginian Railway Company and The Chesapeake and Ohio Railway Company, under and by virtue of a certain agreement dated the 12th day of November, 1912, have reciprocal trackage rights over the lines of railroad of the White Oak Railway Company and of the Piney River [fol. 1307] & Paint Creek Railroad Company, respectively, and also certain reciprocal trackage rights to and from points of junction affording access to said White Oak Railway and said Piney River & Paint Creek Railroad, all as set out in said last named agreement; and

Whereas, by Article VIII of said agreement, the period thereof is for five years (less one day as to the Piney River & Paint Creek sub-lease) from December 1, 1912, and thereafter subject to termination upon six months' notice in writing by either party to the other, provided that if either party thereto intends to let said agreement expire by limitation at the end of five years it shall give to the other six months' notice in writing of such intention, etc.;

Now, therefore, this agreement witnesseth: That, for and in consideration of the premises, and of the mutual promises, agreements, and undertakings each with the other as hereinafter set forth, The New River Company agrees—

(1) That it will, for the sum of two hundred and seventy thousand dollars (\$270,000), payable in cash upon the completion of the transactions set forth in this paragraph (1)

and in paragraph (2) hereof, sell and transfer unto The Chesapeake and Ohio Railway Company all of the stock of said Piney River & Paint Creek Railroad Company, free of all indebtedness and of all liens thereon; that at the time of said transfer there shall be vested in said Piney River & Paint Creek Railroad Company all of the ownership now vested in said Piney River & Paint Creek Railroad Company as to said railroad as now constructed and operated, its spurs, side tracks and depot grounds together with a right of way in perpetuity for said railroad, subject only to such exceptions, reservations, and rights in others as are hereinafter specified; and that a general warranty of said right of way easement, subject to said exceptions, reservations and rights, so far as applicable thereto, shall be given at said time by The New River Company.

(2) That the White Oak Railway Company will, for the sum of seventy-seven thousand five hundred dollars (\$77,500), payable in cash upon the completion of the transactions set forth in this paragraph (2) and in paragraph (1) hereof, sell and convey unto The Chesapeake and Ohio Railway Company all of the title and ownership now vested in the White Oak Railway Company in the Price Hill Division of said railroad, as now constructed and operated, its spurs, side tracks, and depot grounds, together with a right of way in perpetuity for said division of said railroad, with only such exceptions, reservations, [fol. 1308] and rights in others as are hereinafter specified, and with a general warranty of such right of way easement subject to said exceptions, reservations and rights so far as applicable thereto.

And the White Oak Railway Company will, for the sum of three hundred and seventy-nine thousand five hundred dollars (\$379,500), payable in cash upon the completion of the transactions set forth in this paragraph (2) and in paragraph (1) hereof, sell and convey unto The Virginian Railway Company all of the title and ownership now vested in it in said line of railway extending from Oakwood and Carlisle in Fayette County to Lochgelly, in said County, and in the connecting line of railway extending from the point on said line at Duncan's Crossing in said County to a connection of the Virginian Railway near Bishop, in said

County, as now constructed and operated, their spurs, side tracks, and depot grounds, together with a right of way in perpetuity for said lines, with only such exceptions, reservations, and rights in others as are hereinafter specified, and with a general warranty of such right of way easement subject only to said exceptions, reservations and rights so far as applicable thereto.

(3) There is to be excepted and reserved out of the properties conveyed under this agreement or the title of which is to be vested in the Piney River & Paint Creek Railroad Company at the time of the transfer of the stock of said company, and from each of said properties:

(a) All coal and minerals, including oil and gas, in and underlying said properties, with the right to mine and remove the same and to mine and remove coal and minerals, including oil and gas, from other properties through the same, except that no opening shall be made on the surface of the properties so conveyed or vested in the Piney River & Paint Creek Railroad Company and that all of said operations shall be so conducted as to maintain proper support for the surface of said properties, the railroad thereon, and all structures required for the operation thereof.

(b) Roadway crossings over said properties at necessary or convenient points and the right to cross said properties and the tracks thereon above grade with tramways, conduits, tipples, telephone, telegraph, and electric wires, and to penetrate and cross below grade with mining entries, ways, or tunnels, and with conduits, tubes, pipes, and wires, and maintain and use the same for all purposes, it being understood that all tramways, tipples, wires, mining entries, [fol. 1309] ways, tunnels, and conduits crossing said property above grade shall have at least twenty-two feet vertical clearances above the top of the rail of any track of the railway company upon said land and with supports so located as not to imperil or interfere with the safe or convenient operation of trains, that all wires crossing said tracks shall be protected and guarded in such reasonable manner as the chief engineer of the railway company shall prescribe, and that the location and plan of construction, erection or installation of every such roadway crossing, tram, conduit, tipple, wire crossing, mining entry, way, tunnel, tube or

pipe shall be submitted to said chief engineer before work upon the same is begun and shall be constructed and maintained in such manner as may reasonably be required by said chief engineer with a view to the safe and convenient operation of the railway. The rights hereby reserved and excepted are so reserved and excepted for the benefit of The New River Company and its subsidiary companies, their successors and assigns, and of the owners of the property abutting the railroads and of any property which may be joined up therewith, and the heirs, successors and assigns of said owners, with full right of alienation to others. It is understood and agreed that these exceptions, reservations, and rights may be confirmed by deed or deeds given by the White Oak Railway Company and the Piney River & Paint Creek Railroad Company prior to the transfer and conveyances provided for in this agreement but shall be operative whether so confirmed or not and shall be expressly excepted in the general warranties hereinbefore provided to be given.

There are also to be excepted from the conveyances herein provided to be given and from the property the title of which is now vested in the Piney River & Paint Creek Railroad Company, certain small tracts, rights or reservations which said tracts, rights and reservations have been enumerated in a schedule in writing signed by the parties, and there shall be conveyed and transferred to The Chesapeake and Ohio Railway Company the sidings at Scarbro, Wingrove and Beckley, without further considerations other than its agreement to maintain and operate the same.

(4) It is understood and agreed that the lease dated the 18th day of April, 1912 between the Piney River & Paint Creek Railroad Company and The Virginian Railway Company, an undivided one-half whereof was sublet unto The Chesapeake and Ohio Railway Company under the agreement dated the 12th day of November, 1912, between The Chesapeake and Ohio Railway Company and The Virginian [fol. 1310] Railway Company aforesaid, and the lease dated the 12th day of November, 1912, between White Oak Railway Company, The Virginian Railway Company and The Chesapeake and Ohio Railway Company, also referred to in said agreement dated the 12th day of November, 1912, between The Chesapeake and Ohio Railway Company and

The Virginian Railway Company, shall be vacated and determined upon the completion of the transactions set forth in paragraphs (1) and (2) hereof; all agreements by which side tracks have been constructed under the terms of said leases are assumed by the purchasers and as to said side tracks the purchasers take such title as has acquired without warranty.

(5) In consideration of the premises, The Virginian Railway Company and The Chesapeake and Ohio Railway Company hereby agree with The New River Company that they will respectively, contemporaneously with the completion of the transactions set forth in paragraphs (1) and (2) hereof, enter into, for a period of ninety-nine (99) years, the agreement, a copy whereof is hereto attached, and that they, to-wit: The Virginian Railway Company and The Chesapeake and Ohio Railway Company will respectively duly maintain and carry out the provisions of said agreement, each of said companies agreeing for itself only. And The Chesapeake and Ohio Railway Company doth also covenant and agree that the Piney River & Paint Creek Railroad Company will enter into and maintain and carry out the provisions of said agreement.

(6) This agreement is to be carried through as an entirety, the performance of no part being required unless all parts are performed by the parties; it is to be performed on or before — of —, 1917, unless the time is further extended by mutual agreement, and it is agreed that if on said date the titles vested in the Piney River & Paint Creek Railroad Company and the White Oak Railway Company are not such that the parties of the second and third parts are satisfied with the same, accompanied by the warranties hereinbefore stipulated to be given, this agreement shall be null and void without further obligation and without liability of any party under the same, and that the giving of transfers and deeds with such warranties accepted by the parties of the second and third parts shall constitute a performance and discharge of the obligations of The New River Company under this agreement. It is also further agreed that in so far as any corporate action by the parties [fol. 1311] of the second and third parts, or either of them, is necessary to complete a vesting of a title in them under the deeds to be given, the obligation as to such corporate

action is assumed by them respectively, and any warranty given in accordance with the terms of this agreement by the party of the first part or the White Oak Railway Company is not to be construed as covering any failure of title to vest arising from any failure on the part of the parties of the second and third parts, or either of them, to take such corporate action; also that if, after the conveyances have been made under this agreement, any defect of title develops which constitutes a breach of any warranty given, the grantors and The New River Company shall have the benefit of the exercise of the right of eminent domain by the parties of the second or third part or the Piney River & Paint Creek Railroad Company, as the case may be, in the curing of such defect.

(7) It is understood and agreed that this agreement is subject to the ratification of the respective boards of directors of the parties hereto and to the ratification of the respective boards of directors and stockholders of the White Oak Railway Company and the Piney River & Paint Creek Railroad Company, and the approval, formally or informally in a manner satisfactory to counsel, of the Interstate Commerce Commission, to which the same is to be submitted.

In witness whereof, the parties hereto have hereunto caused their corporate names to be signed and their corporate seals to be affixed by their proper officers thereunto duly authorized.

The New River Company, by (Sgd) Robert H. Gross,  
President.

Attest: — — —, Secretary. [Seal.]

The Virginian Railway Company, by (Sgd.) C. W.  
Huntington, President.

Attest: (Sgd.) Jas. Clarke, Secretary. [Seal.]

[fol. 1312] The Chesapeake and Ohio Railway Company,  
by (Sgd.) Geo. W. Stevens, President

Attest: (Sgd.) Carl Remington, Secretary. [Seal.]

STATE OF NEW YORK,

County of New York, To wit:

I, Henry F. Lohmeyer, a Notary Public in and for the County and State aforesaid, do certify that Robert H. Gross personally appeared before me in my said County, and, being by me duly sworn, did depose and say that he is the President of the New River Company, one of the corporations described in the foregoing writing, bearing date the 19th day of April, 1917, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said Robert H. Gross acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 19th day of April, 1917.

(Sdg.) Henry F. Lohmeyer, Notary Public, Kings County, No. 133. Certificate filed in New York County No. 79. Kings County Registers No. 9037. New York County Registers No. 9120. Commission expires March 30, 1919. (Seal.)

STATE OF NEW YORK,

County of New York, To wit:

I, Henry F. Lohmeyer, a Notary Public in and for the County and State aforesaid, do certify that C. W. Huntington personally appeared before me in my said County, and, being by me duly sworn, did depose and say that he is the President of the Virginian Railway Company, one of the corporations described in the foregoing writing, bearing date the 19th day of April, 1917, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said C. W. Huntington acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 19th day of April, 1917.

(Sdg.) Henry F. Lohmeyer, Notary Public, Kings County, No. 133. Certificate filed in New York County No. 79. Kings County Registers No. 9037. New York County Registers No. 9120. Commission expires March 30, 1919. (Seal.)

STATE OF NEW YORK,

County of New York, To wit:

I, Henry F. Lohmeyer, a Notary Public in and for the County and State aforesaid, do certify that Geo. W. Stevens personally appeared before me in my said County, and, being by me duly sworn, did depose and say that he is the President of the Chesapeake and Ohio Railway Company, one of the corporations described in the foregoing writing, bearing date the 19th day of April, 1917, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said Geo. W. Stevens acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 19th day of April 1917.

(Sdg.) Henry F. Lohmeyer, Notary Public, Kings County, No. 133. Certificate filed in New York County No. 79. Kings County Registers No. 9037. New York County Registers No. 9120. Commission expires March 30, 1919. (Seal.)

[fol. 1314] Schedule referred to in agreement dated April 19, 1917, between The New River Company, The Virginian Railway Company and The Chesapeake and Ohio Railway Company, constituting a part of said agreement, of tracts, rights and reservations, based on existing conditions, excepted from the conveyances to be given under said agreement, or from the property of the Piney River & Paint Creek Railroad Company, in addition to general exceptions and reservations specified in Section 3 of said agreement, and with the right in The New River Com-

pany to have conveyances made thereof to it or any of its operating subsidiary companies and their successors or assigns.

(a) Exceptions and Reservations from the Properties of the Piney River & Paint Creek Railroad Company

In addition to the general reservations and exceptions referred to in the agreement dated April 19, 1917, there are preserved and reaffirmed all of the reservations and exceptions to the Cranberry Land Company and Cranberry Fuel Company specified in the deed of said Cranberry Land Company and Cranberry Fuel Company to the Piney River & Paint Creek Railroad Company, dated May 11, 1908, and recorded in Deed Book 41, page 395, in the Clerk's office of Raleigh County, West Virginia, both as applying to present structures and conditions and to the future. Also real estate situated in East Wickham and the town of Mabscott shown on Plan 280 G-2, dated 6-22-1904, prepared by the Engineering Department of The New River Company.

There is, however, to be conveyed to the Piney River & Paint Creek Railroad Company the tipple and loading tracks included in the exceptions in said conveyance from the Cranberry Land Company and Cranberry Fuel Company, and the reservations and exceptions hereby preserved do not include said tracks.

(b) Exceptions and Reservations from Beckley Siding

In the conveyance of the Beckley siding there is to be excepted the Beckley tipple and reserved by an agreement in the phraseology of the form hereto annexed and marked "Form 3," the right to maintain and use said tipple and the land appurtenant thereto to a width of 100 feet centering at station 9+48 of the center line of said siding and other rights in connection therewith, all as specified in said form, and there is also to be reserved two road crossings at points which are shown in Plan No. 133-B1 of the Engineering Department of The New River Company, dated 12-6-16, to which reference is hereby made by the parties.

[fol. 1315] (c) Exceptions and Reservations from White Oak Railway, Price Hill Division

There is to be excluded from the conveyance of the Price Hill Division by the White Oak Railway the Sherwood shaft and a portion of land around same, all as shown on Plan 108-G, dated 6-6-16, prepared by the Engineering Department of The New River Company; and there is also to be excepted and reserved the Sherwood tippie, with the right to maintain and use said tippie, and the land appurtenant thereto to a width of 100 feet centering on the center line of the Sherwood tippie, and other rights in connection therewith, all to be reserved in the phraseology of the form hereto annexed marked "Form 3."

(d) Exceptions and Reservations from Scarbro and Wingrove Sidings

The Scarbro tippie, with the right to maintain and use said tippie and the land appurtenant thereto to a width of 100 feet centering at station 29+80 of the Scarbro siding, and other rights in connection therewith, all to be reserved in the phraseology of the form hereto annexed marked "Form 3."

The Wingrove tippie, with the right to maintain and use said tippie and the land appurtenant thereto to a width of 100 feet centering at station 22+55 of the Wingrove siding, and other rights in connection therewith, all to be reserved in the phraseology of the form hereto annexed marked "Form 3."

Four road crossings, as shown on Plan 133-B-1, dated 12-6-16, being crossings 36 to 39, inclusive, and one road crossing, being crossing x-40, shown on Plan 322-B-2, dated 12-6-16, of the Engineering Department of The New River Company.

(e) White Oak Railway, Wolf Creek Branch, Exceptions, etc.

Oakwood, Carlisle, Summerlee and Lochgelly tipples to be reserved, with rights to be reserved by agreements in the phraseology of the form hereto annexed marked "Form

3, with the right to maintain and use said tipples and the land appurtenant thereto to a width of 100 feet, and other rights in connection therewith, all as specified in said form, said 100 feet in the case of said tipples to be, respectively, as follows:

Oakwood tipple—center line of said 100 foot strip is to center on the center line of the Oakwood shaft and extend across the right of way of the Carlisle-Oakwood yard;

Carlisle tipple—center line of said 100 foot strip is to center on the center line of the Carlisle shaft and extend [fol. 1316] across the right of way of the Carlisle-Oakwood yard.

Summerlee tipple—center line of said 100 foot strip is to center at station 252+25.4 of the center line of Summerlee siding of the Wolf Creek Branch of the White Oak Railway;

Lochgelly tipple—center line of said 100 foot strip is to center at station 345+02.5 of the center of the Wolf Creek Branch of the White Oak Railway.

Oakwood shaft—a portion of the right of way to be excluded from the conveyance thereof, being the Oakwood shaft and land surrounding the same, bounded as follows: Beginning at a point on the center line of the shaft on the line of the White Oak Fuel Company; thence running north  $16^{\circ} 36'$  west 30 feet; thence running at right angles to the line of the right of way south  $73^{\circ} 24'$  west 45 feet; thence running parallel with the right of way line south  $16^{\circ} 36'$  east 60 feet, passing the center line of the shaft at 30 feet; thence running at right angles to the line of the right of way north  $73^{\circ} 24'$  east 45 feet to the White Oak Fuel Company's line; thence with said line north  $16^{\circ} 36'$  west 30 feet to the point of beginning, together with all structures thereon.

Oakwood Supply House, Sand House, Fan and Air-duct and other structures, with the rights in the following land, to be reserved in the phraseology of Form No 2 hereto annexed: Beginning on the line of the White Oak Fuel Company at a point south  $16^{\circ} 36'$  east distant 200 feet from the center line of the Oakwood shaft; thence running with said line of the White Oak Fuel Company north  $16^{\circ} 36'$  west 450 feet to a stake in said line; thence running at right angles to said line south  $73^{\circ} 24'$  west 45 feet to a stake; thence parallel with line of the right of way south  $16^{\circ} 36'$  east 450

feet to a stake; thence running at right angles to the line of the right of way north  $73^{\circ} 24'$  east 45 feet to the point of beginning, excepting, however, from this area the land surround the Oakwood shaft heretofore specified to be absolutely excepted and with the reservations and rights hereinbefore specified for the Oakwood tippie.

Oakwood Powder House, with the rights in the following land, to be reserved in the phraseology of Form No. 1 hereto annexed: Beginning at a point in the line of the White Oak Fuel Company south  $35^{\circ}$  east 50 feet from the center line of said powder house; thence running north  $35^{\circ}$  west 100 feet to a stake; thence turning at right angles and running south  $55^{\circ}$  west 30 feet to a stake; thence running parallel with the line of the right of way south  $35^{\circ}$  east 100 [f.d. 1317] feet to a stake; thence turning at right angles and running north  $55^{\circ}$  east 30 feet to the point of beginning.

Oakwood, Dwelling Houses Nos. 112 and 113, with the rights in the following land, to be reserved in the phraseology of Form No. 1 hereto annexed: Beginning at a point on the line of the White Oak Fuel Company 25 feet south  $26^{\circ} 50'$  east from the southeasterly corner of house No. 112; thence running north  $26^{\circ} 50'$  west by said line of the White Oak Fuel Company 200 feet to a stake; thence turning at right angles and running north  $63^{\circ} 10'$  east 25 feet to a stake; thence turning and running parallel with the line of said right of way south  $26^{\circ} 50'$  east 200 feet to a stake; thence turning and running at right angles to the line of said right of way south  $63^{\circ} 10'$  west 25 feet to the point of beginning.

Oakwood Stable and Harness Shop, with the rights in the following land, to be reserved in the phraseology of Form No. 1 hereto annexed: Beginning at a point in the line of the White Oak Fuel Company 30 feet south  $26^{\circ} 50'$  east from the southeasterly corner of the stable; thence running by said line of the White Oak Fuel Company north  $26^{\circ} 50'$  west 200 feet to a stake; thence turning at right angles and running south  $63^{\circ} 10'$  west 30 feet to a stake; thence turning and running parallel with the line of said right of way south  $26^{\circ} 50'$  west 200 feet to a stake; thence turning and running at right angles to said line of said right of way north  $63^{\circ} 10'$  east 30 feet to the point of beginning.

Carlisle Store and Ice House, with the rights in the fol-

lowing land, to be reserved in the phraseology of Form No. 2 hereto annexed: Beginning at a point in the line of the White Oak Fuel Company north  $62^{\circ} 30'$  west 245 feet from the point of the switch Wolf Creek Branch; thence north  $62^{\circ} 30'$  west 200 feet to a stake; thence turning at right angles to said property line of the White Oak Fuel Company south  $27^{\circ} 30'$  west 43 feet to a stake; thence turning at right angles and running parallel to said right of way line south  $62^{\circ} 30'$  east 200 feet to a stake; thence turning at right angles and running north  $27^{\circ} 30'$  west 43 feet to the point of beginning.

Carlisle Oil House, Feed House, Machine Shop and Supply House with the rights in the following land, to be reserved in the phraseology of Form No. 2: Beginning at a point in the line of the White Oak Fuel Company opposite the point of switch of Wolf Creek Branch; thence with said line of the White Oak Fuel Company north  $65^{\circ} 30'$  west 666 feet to a stake; north  $87^{\circ} 15'$  west 100 feet to a stake; thence through the lands of the said White Oak [fol. 1318] Fuel Company south  $65^{\circ} 30'$  east 425 feet to a stake, south  $71^{\circ} 30'$  east 335 feet, more or less, to the point of beginning.

Lochgelly Store, Supply and Ice House, with the rights in the following land, to be reserved in the phraseology of Form No. 2: Beginning at a point opposite to and 50 feet to the left of station 334 + 92.1 of the Wolf Creek Branch of the White Oak Railway; thence with the right of way line to a point opposite to and 50 feet to the left of station 338 + 42.1; thence turning at right angles to said right of way line and running north  $81^{\circ} 25'$  east 40 feet to a point opposite to and 10 feet to the left of said station 338 + 42.1; thence turning at right angles and running parallel to the center line of said railway to a point opposite to and 10 feet from station 334 + 92.1; thence turning at right angles to said center line and running south  $81^{\circ} 25'$  west 40 feet to the point of beginning.

Tracts of Real Estate.—The following tracts of real estate shown on Plan 119-G, dated 12-9-16, prepared by the Engineering Department of The New River Company, are excepted and excluded, viz.: Tracts No. 11, 12 and 12-A, being portions of the eighty-acre Price Heirs tract, extending from Whipple Hill to Duncan's Crossing, out of

which, however, a right of way for railroad purposes 100 feet wide is to be included in the conveyance to The Virginian Railway Company, together with the right to take and occupy for such railroad right of way such additional land as may be required for the slopes of cuts and fills in the construction and operation of said railway along said right of way with its tracks, including side tracks, passing tracks and switches.

The New River Company, by its Attorney, A. C. Burnham. The Virginian Railway Company, by E. W. Knight, General Counsel. The Chesapeake and Ohio Railway Company, by H. T. Wickham, Vice-Pres. and General Counsel.

[fol. 1319]

Form No. 1

This deed and agreement made this — day of —, 1917, between the White Oak Railway Company, a corporation organized under the laws of the State of West Virginia, party of the first part, and — —, a corporation organized under the laws of the State of West Virginia, party of the second part,

Witnesseth:

That said party of the first part, for and in consideration of the sum of one dollar and other good and valuable considerations to it paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the party of the second part, its successors and assigns, the right to maintain and use on the tract of land herein-after described, so long as the grantee or its successors or assigns may find such maintenance and use necessary or convenient in connection with the present or future operation or development for coal mining purposes of properties owned, leased or operated by it or them, the building now located on said tract, with the right to repair, alter and enlarge said building, said tract of land being as follows:

A certain tract of land in —, in the County of — and State of West Virginia, bound: —.

Provided, that whenever the maintenance and use of said building shall no longer be found to be necessary or con-

venient for the purposes and in the manner hereinbefore stated or if said building shall be destroyed or so damaged as to require substantially to be rebuilt, the grantee, its successors or assigns shall remove the same or the remains thereof from said land and all of its, or their, rights hereunder shall cease and determine, and all right, title and interest conveyed hereby to the party of the second part shall revert to and revest in the party of the first part, its successors or assigns.

[fol. 1220] And, in consideration of this grant, the party of the second part agrees with the party of the first part that there shall be no liability of the party of the first part to the party of the second part, its successors or assigns, for any damage or injury to any building or property of the party of the second part, its successors or assigns, on the described premises resulting from the operation by the party of the first part, its successors or assigns of its or their railroad or trains, whether caused by negligence of its or their agents, servants, employees or officers or otherwise; and the party of the second part further agrees with the party of the first part that it will pay, indemnify and save harmless the party of the first part, its successors and assigns from all taxes and assessments which may be levied on or on account of said land and the buildings or structures maintained thereon.

In witness whereof, the said parties have caused their corporate names to be signed and their corporate seals to be affixed by the hands of their respective Presidents or Vice-Presidents duly authorized hereunto and to a duplicate instrument the day and year first above written.

White Oak Railway Company, by — —.

STATE OF —,

County of —, To wit:

I, — —, a Notary of the said County of —, do certify that — —, whose name is signed to the writing hereto annexed, bearing date the — day of —, 1917, this day personally appeared before me in my County aforesaid, and being by me duly sworn did depose and say that he is the President of the White Oak Railway Company, authorized by said corporation to execute and acknowledge

deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that the said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said — — this day acknowledged the [fol. 1321] said writing to be the act and deed of said corporation.

My commission expires on the — day of —, 191-.

Given under my hand and official seal this — day of —, 1917.

— —, Notary Public.

(Or Piney River & Paint Creek Railroad as grantor.)

[fol. 1322]

## Form 2

This deed and Agreement, made this — day of —, 1917, between White Oak Railway Company, a corporation organized under the laws of the State of West Virginia, party of the first part, and — —, a corporation organized under the laws of the State of West Virginia, party of the second part,

Witnesseth:

That said party of the first part, for and in consideration of the sum of one dollar and other good and valuable considerations to it paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the party of the second part, its successors and assigns, the right to maintain and use on the tract of land hereinafter described, so long as the grantee or its successors or assigns may find such maintenance and use necessary or convenient in connection with the present or future operation or development for coal mining purposes of properties owned, leased or operated by it or them, the building now located on said tract, with the right to repair, alter and enlarge and, in case of destruction, reconstruct said building, with the same rights with reference to said reconstructed building; said tract of land being as follows:

A certain tract of land in —, in the County of — and State of West Virginia, bounded: —.

Provided, that whenever the maintenance and use of said building shall no longer be found to be necessary or con-

venient for the purposes and in the manner hereinbefore stated, the grantee, its successors or assigns shall remove the same or the remains thereof from said land and all of its, or their, rights hereunder shall cease and determine, and all right, title and interest conveyed hereby to the party of the second part shall revert to and revert to and revest in the party of the first part, its successors or assigns. And, in consideration of this grant, the party of the [fol. 1323] second part agrees with the party of the first part that there shall be no liability of the party of the first part to the party of the second part, its successors or assigns, for any damage or injury to any building or property of the party of the second part, its successors or assigns, on the described premises resulting from the operation by the party of the first part, its successors or assigns of its or their railroad or trains, whether caused by negligence of its or their agents, servants, employees or officers or otherwise; and the party of the second part further agrees with the party of the first part that it will pay, indemnify and save harmless the party of the first part, its successors and assigns from all taxes and assessments which may be levied on or on account of said land and the buildings or structures maintained thereon.

In Witness whereof, the said parties have caused their corporate names to be signed and their corporate seals to be affixed by the hands of their respective Presidents or Vice-Presidents duly authorized hereunto and to a duplicate instrument the day and year first above written.

White Oak Railway Company, by — —.

STATE OF — —,

County of — —, To wit:

I, — — —, a Notary of the said County of — —, do certify that — — —, whose name is signed to the writing hereto annexed, bearing date the — day of — —, 1917, this day personally appeared before me in my County aforesaid, and being by me duly sworn did depose and say that he is the President of the White Oak Railway Company, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that the said writing was signed and sealed

by him in behalf of said corporation by its authority duly given. And the said ——— this day acknowledged the said writing to be the act and deed of said corporation.

[fol. 1324] My commission expires on the — day of —, 191—.

Given under my hand and official seal this — day of —, 1917.

—— —, Notary Public.

(Or Piney River & Paint Creek Railroad Company a grantor)

[fol. 1325]

### Form No. 3

This deed and Agreement made this — day of —, 1917, between ———, a corporation organized under the laws of the State of West Virginia, party of the first part, and ———, a corporation organized under the laws of the State of West Virginia, party of the second part,

Witnesseth:

That said party of the first part, for and in consideration of the sum of one dollar and other good and valuable considerations to it paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the party of the second part, its successors and assigns, the right to maintain and use a coal tippie upon and across the right of way of the grantor at the location hereinafter described so long as the grantee or its successors or assigns may find it necessary or convenient in connection with the present or future operation or development for coal mining purposes owned, leased or operated by it or them, with the right to repair, alter, enlarge or, in case of destruction reconstruct said tippie; all subject to the restrictions hereinafter specified, said location of land being as follows:

Said tippie shall have at least twenty-two feet vertical clearance above the top of the rail of the railway and shall have supports so located as not to imperil or interfere with the safe or convenient operation of trains and shall be maintained in such a manner as may reasonably be required by the chief engineer of the grantor with a view to the safe and convenient operations of trains.

And the party of the second part further agrees with the party of the first part that it will pay, indemnify and save harmless the party of the first part, its successors and assigns from all taxes and assessments which may be levied on or on account of said land and the buildings and structures maintained thereon, and that it will remove said [fol. 1326] tipple or the remains thereof when it is no longer necessary or convenient to use the same.

In witness whereof, the said parties have caused their corporate names to be signed and their corporate seals to be affixed by the hands of their Presidents or Vice-Presidents duly authorized hereunto and to a duplicate instrument the day and year first above written.

STATE OF ———,

County of ———, To wit:

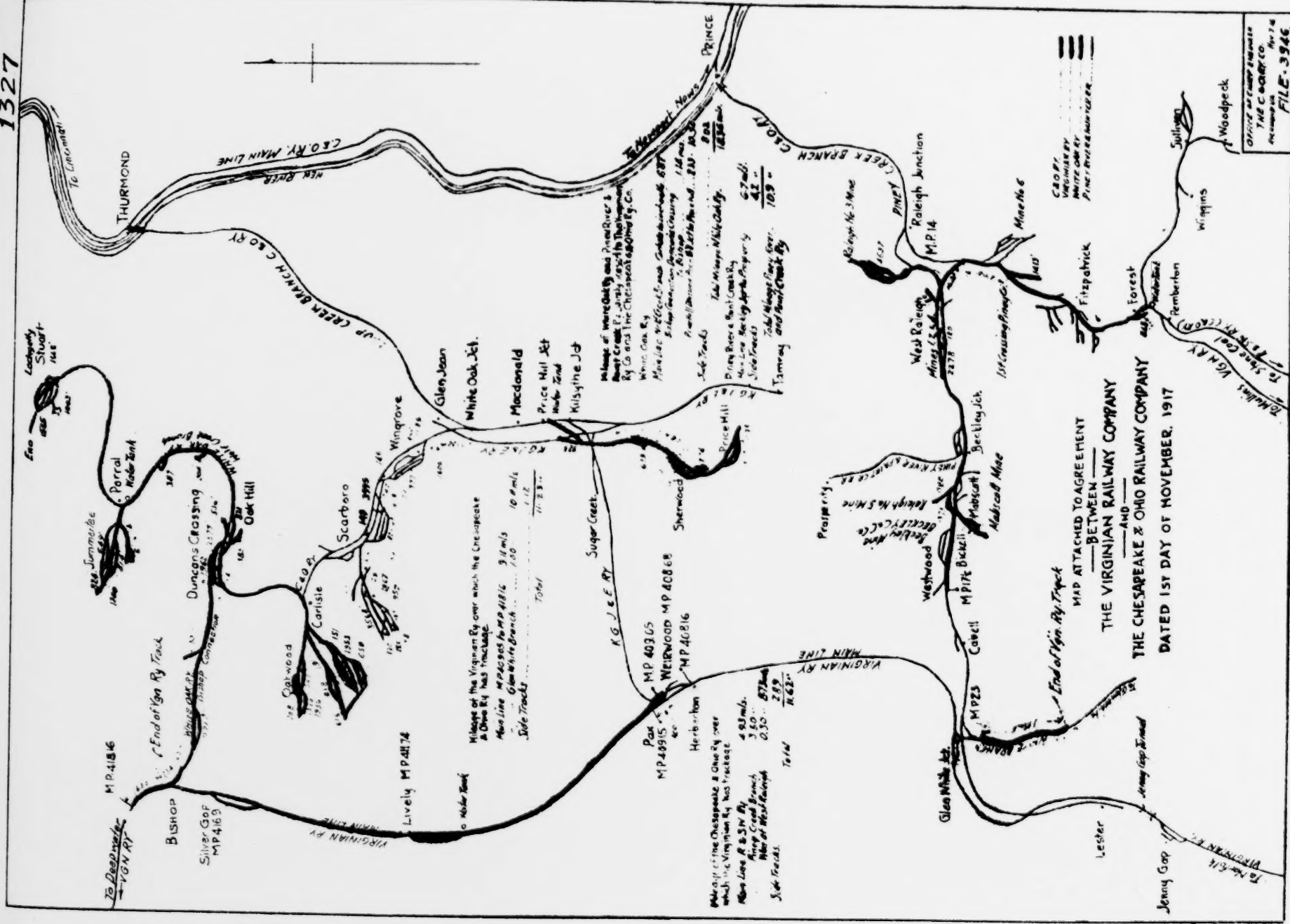
I, ———, a Notary of the said County of ———, do certify that ———, whose name is signed to the writing hereto annexed, bearing date the — day of ———, 1917, this day personally appeared before me in my County aforesaid, and being by me duly sworn did depose and say that he is the President of ———, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that the said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said ——— this day acknowledged the said writing to be the act and deed of said corporation.

My commission expires on the — day of ———, 191—.

Given under my hand and official seal this — day of ———, 1917.

————, Notary Public.

(Here follow map, side folio 1327, and Exhibit 36, map of portion of Kanawha, New River, and Pocahontas coal districts, side folio page 1328)



MAPS

TOO

LARGE

FOR

FILMING



[fol. 1329]

## EXHIBIT 37

## INTERSTATE COMMERCE COMMISSION

Docket No. 13832

Witness, Adsit. Date, Nov. 14, 1922

Agreement Between the Virginian Railway Company & the Chesapeake and Ohio Railway Co., Dated May 10th, 1915. The Operation of Portion of Stone Coal Branch & a Portion of Tommy Creek Branch of The Virginian Ry.

Mr. Raymond Du Puy, President Virginian Railway, Norfolk, Va.

DEAR SIR: Referring to your letter of the 2nd with regard to further extension of the Stone Coal Branch to reach and operate the mine tracks of the Lillybrook Coal Company and the Princewick Coal Company, including Wye track, as indicated on blueprint enclosed with your letter, from "P" to "Q" and "R" to "S".

This is to advise the Chesapeake & Ohio Railway will exercise its rights in this extension, in accordance with Paragraph (a), Article 5 of the agreement between our respective Companies, dated May 10th, 1915.

Very truly yours, (S.) Geo. W. Stevens, President.

[fol. 1330]

Copy

The Chesapeake & Ohio Railway Company, Richmond, Va.

June 10th, 1915.

Mr. Raymond Du Puy, President Virginian Railway, Norfolk, Virginia.

DEAR SIR: Your letter of May 12th relative to the proposed construction of a spur track from the junction of the Stone Coal Branch near the mouth of Riffes Branch, up Riffes Branch and Bee Tree Creek to the East Gulf Coal Company's operation, a distance of 1.12 miles—

The Chesapeake & Ohio desires to exercise its rights in this proposed extension, in accordance with Paragraph

(a), Article 5 of the agreement between our Companies dated May 10th, 1915.

Very truly yours, (S.) Geo. W. Stevens, President.

[fol. 1331]

Copy

The Chesapeake & Ohio Railway Company, Richmond, Va.

At New York, June 1st, 1916.

Mr. Raymond Du Puy, President Virginian Railway, Norfolk, Virginia.

DEAR SIR: Referring to your letter of the 12th giving formal notice of the Virginian Railway Company's intention to begin construction of a proposed extension of its Stone Coal Branch up Laurel Fork, a distance of 2.34 miles, to reach certain proposed coal operations—

This is to advise that the Chesapeake & Ohio will exercise its rights in this proposed extension, in accordance with Paragraph (a), Article 5 of agreement between our respective companies dated May 10th, 1915, and will therefore accept bill covering the interest charge of three per cent on \$80,000.00, or \$2,400.00 per annum.

Very truly yours, (S.) Geo. W. Stevens, President.

[fol. 1332]

Copy

The Chesapeake & Ohio Railway Company, Richmond, Va.

At White Sulphur, April 1st, 1916.

Mr. Raymond Du Puy, President Virginian Railway, Norfolk, Virginia.

DEAR SIR: Your letter of March 17th received. The side track agreement referred to is satisfactory to this Company, and it will accept bills for its proportion of the interest on the valuation of the rails, frogs and switches that are furnished by the Railway Company in putting in mine tracks on the Stone Coal and Tommy Creek lines, and will also pay its proportion of the maintenance.

Very truly yours, (S.) Geo. W. Stevens, President.

[fol. 1333]

Copy

The Chesapeake & Ohio Railway Company, Richmond, Va.

February 19th, 1916.

Mr. Raymond Du Puy, President Virginian Railway, Norfolk, Virginia.

DEAR SIR: This is to advise you that our Board of Directors at their meeting on Thursday, the 17th, approved of the arrangement covering the construction of Farley's Branch of the Stone Coal Creek Line.

Very truly yours, (S.) Geo. W. Stevens, President.

[fol. 1334]

Copy

This is to certify that at a meeting of the Board of Directors of The Virginian Railway Company, duly held pursuant to notice at No. 55 Wall Street, New York City, on July 6th, 1915, at which meeting a quorum was present, there was submitted to the meeting an agreement bearing date May 10th, 1915, between The Virginian Railway Company of the first part, and The Chesapeake and Ohio Railway Company of the second part, which had been executed by the latter Company.

Upon motion duly seconded, it was unanimously

Resolved: That the terms of said Agreement be approved and that the President and Secretary be authorized to execute and deliver same for and on behalf of this Company.

(S.) Jas. Clarke, Secretary.

New York, July 6th, 1915.

[fol. 1335] This agreement, made this tenth (10th) day of May, 1915, between The Virginian Railway Company, a corporation of Virginia (hereinafter called the "Virginian Company"), of the first part, and The Chesapeake and Ohio Railway Company, a corporation of Virginia (hereinafter called the "Chesapeake Company"), of the second part:

Whereas the Virginian Company has located branches or extensions of its Winding Gulf Branch line in West Vir-

ginia up Stone Coal Creek and waters thereof and up Tommy Creek and waters thereof, and at the present time proposes to build and extend in Raleigh County, West Virginia, the branch or extension up Stone Coal Creek, from the mouth thereof to station 331/50, a distance of about six and two-tenths (6.2) miles, as shown by the line A B C D E F G H K L upon the map hereto attached and made part hereof, marked "Map showing Lower Stone Coal Branch, a portion of Stone Coal Branch and a portion of Tommy Creek Branch of the Virginian Railway," and may hereafter build extensions or branches of said extension or branch farther up Stone Coal Creek and up and on Tommy Creek and on other tributaries of Stone Coal or Tommy Creek; and the Chesapeake Company desires the right to use the extension or branch now proposed to be built from the point of its connection therewith, and may desire the right to use such extensions or branches as may hereafter be built, or one or more of them, which rights the Virginian Company is willing to grant under the terms and conditions herein set forth; and the Chesapeake Company may desire to build extensions or branches of the extension or branch now proposed to be built farther up Stone Coal Creek and up and on Tommy Creek and on other tributaries [fol. 1336] of Stone Coal or Tommy Creek, with the right to the Virginian Company to use the same, or one or more of them, upon the terms and conditions herein set forth;

Now, therefore, this agreement witnesseth: That for and in consideration of the mutual benefits to be received by the parties hereto, respectively, and of the convenience and interest of the public to be served by the construction of the said branch railroad, extensions, branches, etc., as above indicated, and especially for and in consideration of the mutual agreements made by the parties hereto each with the other, respectively, as hereinafter set forth, said parties hereby stipulate, covenant and agree each with the other as follows:

1. The Virginian Company hereby agrees that it will, at its own cost and expense, acquire the necessary right of way from the point of connection hereinabove referred to of the Chesapeake Company to the end of the track now to be built as aforesaid, and construct thereon, with all rea-

sonable dispatch, a standard gauge railroad, with all necessary structures, and facilities, including a station, side track, and water tank if needed.

2. The Virginian Company covenants and agrees that the Chesapeake Company shall have the right to make physical connection with said branch now proposed to be built as aforesaid near the junction of Stone Coal and Winding Gulf Creeks, near the point designated by the letter B shown on said map hereto attached above referred to, and to the equal use in all respects with the Virginian Company of said line of railroad, structures, appurtenances, appliances and facilities, when constructed from said point of connection above referred to to the eastern terminus of the same, as shown on said map, subject to the terms, conditions and limitations hereinafter set forth.

3. In consideration of the right of user as aforesaid, the Chesapeake Company agrees to pay the Virginian Company, (a) interest at the rate of three (3) per cent, per annum, payable semi-annually, on April 1st and October 1st in each year, upon the amount, from time to time, of the total cost of the said branch from the point of connection of the Chesapeake Company therewith to the said proposed present eastern terminus thereof, the said interest to run from the date of expenditure of each sum going toward the said cost by the Virginian Company: (b) one-half of the taxes paid by the Virginian Company upon that portion of the said branch between the connection of the Chesapeake Company therewith and the said proposed eastern terminus thereof (Federal income taxes and State franchise, income or taxes upon earnings excepted), payable when paid by the Virginian Company.

4. In addition to the amounts to be paid as hereinbefore provided for the right of equal user aforesaid, the Chesapeake Company agrees to pay the Virginian Company its proper share of the cost of maintaining and operating the said line, structures, appurtenances, appliances, facilities and property jointly used, said sum to be determined by the proportion which the car mileage for each month, from time to time, of the Chesapeake Company on said jointly used property as aforesaid bears to the entire car mileage for

such month on the same, and in ascertaining said car mileage it is agreed that all cars are to be counted, whether loaded or empty, a locomotive or caboose to be counted as a car, but velocipede, hand or push cars not to be counted.

[fol. 1338] 5. (a) If the Virginian Company shall construct any extension or branch of the said branch now to be built by it as aforesaid, on Stone Coal Creek or on Tommy Creek or on any tributary of either of said creeks, it shall, at or before the time of beginning the construction of such branch or extension, notify the Chesapeake Company of its intention so to do; and the Chesapeake Company shall have the right, within a period of three (3) months from the receipt of such notice, to elect to use and to have equal rights over and upon such branch or extension for the remainder of the period of this agreement, on the same terms and conditions as to consideration for said right of equal user and the sharing of maintenance and operating expense as in the case of the right of user hereinbefore given it.

(b) If the Chesapeake Company shall desire the construction of any extension or branch as contemplated in paragraph (a) of this Article 5 above set forth, it shall give to the Virginian Company sixty (60) days' notice in writing of such desire; and if the Virginian Company within said period of sixty (60) days shall give notice in writing to the Chesapeake Company of its intention to construct such extension or branch it shall proceed as quickly as practicable with the construction of the same, and the rights and obligations of the parties hereto in respect to such extension or branch shall be the same as if the same had been constructed under the provisions of said paragraph (a) and the Chesapeake Company had elected as therein provided to use and have equal rights upon and over same. But if the Virginian Company shall not elect within said period to construct said branch or extension the Chesapeake Company may construct the same, and in such case it shall at or before the beginning the construction thereof give notice in writing to the Virginian Company of its intention so to do; and the Virginian Company shall have the right within a period of three (3) months from the receipt of such notice to elect to use and have equal rights over and upon such branch or extension for the remainder of the period

of this agreement on the same terms and conditions as to consideration for said right of equal user and the sharing of maintenance and operating expense as in the case of the rights of user hereinbefore given by the Virginian Company to the Chesapeake Company.

(c) It is understood that in case any right of way for any branch or extension to be constructed hereunder (except the branch or extension now proposed to be constructed by the Virginian Company as provided in Article 1 hereof) be owned by the other party hereto, the party so constructing such branch or extension shall have the right to acquire by deed or by condemnation such right of way at its cost to the party then owning it, including interest and taxes.

(d) The duty of either party hereto to give any notice as provided in paragraphs (a) and (b) of this Article 5, in respect to any such extension or branch, and the right of the other party to have the right of user of the same, shall be contingent upon the other party then having the right to use the track from which such branch or extension takes its start, that is to say, that the other party shall not be entitled to such notice nor to such right of user unless it shall be then owning or exercising and paying for right of user over the track necessary to give it a connection with the branch now proposed to be built as first hereinabove provided.

[fol. 1340] 6. The owner of any jointly used property (hereinafter called the "Owning Company") shall maintain the tracks, bridges, structures and facilities upon such jointly used property in good, proper and suitable condition, and it shall have the right to make such permanent additions, extensions and improvements to such bridges, tracks and facilities and other property, including the construction of side tracks and switches to industries on said line, as in its judgment is proper and right, the other Company, however, to have reasonable and proper notice of all details connected therewith, and the cost of any work done or material furnished by the Owning Company in making connections with or constructing side tracks or switches to industries upon the line of any jointly used trackage shall be counted

as a part of the cost upon which the other Company is to pay interest as aforesaid; and in like manner the other Company shall have the right to require any permanent addition, extension or improvement to such bridges, tracks, structures and other property, including the construction of said tracks and switches to industries on said line, as it may deem proper and right, notice whereof shall be duly given to the Owning Company, and the Owning Company shall forthwith provide the same; provided, however, that in the event the Owning Company shall fail to provide the same then the other Company may, at its own cost and expense furnish such additional property for its exclusive use, with the right, however, to the Owning Company, within a period of three (3) months from the receipt of the notice from the other Company to provide the same, to elect to use and have equal rights of user over and upon said property so provided, upon the same terms as to consideration for the right of equal user and sharing of maintenance and operating expense as in the case first hereinbefore provided for.

7. Each Company shall have the right to run its locomotives, cars and trains over said jointly used line of railroad, and to use and enjoy any and all of the facilities thereof. There shall be no restriction as to the business to be handled by either Company upon the tracks jointly used under this agreement, and each Company shall have all the revenue collected for the transportation in its trains over said tracks of freight, passengers, mail or express.

[fol. 1341] Passenger trains of each Company shall have equal rights and have preference over all freight trains; in like manner freight trains of each company shall have equal rights, it being the intent and meaning hereof that no discrimination shall be practiced in the movement of trains, service or facilities rendered, but the trains of each Company shall have equal, fair and reasonable service over the jointly used tracks as herein set forth.

8. The Owning Company shall have the supervision of the maintenance of property jointly used and keep the same in good condition and repair. The Owning Company shall prescribe the time tables, rules and regulations governing the use of the jointly used tracks and other prop-

erty, providing fully for the requirements of the business of the other Company, and all such time tables, rules and regulations shall be fair and reasonable and in accordance with the rights of equal user of the parties hereto, and the expense of printing time tables shall be in each instance borne by the company requesting a change in time.

The service of joint officials and employees shall be performed with strict impartiality and fairness, and upon the request of the chief operating officer of either party hereto any joint official or employee shall be removed, and any employee of either of the parties hereto neglecting or refusing to obey any of said reasonable rules and regulations shall be prohibited from employment upon the premises jointly used.

9. In respect to liability for damage to or loss or destruction of property, personal injury or loss of life, occurring in connection with the use of any jointly used tracks, the following provisions shall apply as between the parties hereto, herein referred to collectively as companies:

(a) All men (except those employed on locomotives or cars by one only of the companies) regularly or temporarily employed in connection with the construction, operation, maintenance, repair and renewal of said tracks, or appurtenances or appliances used in connection therewith, shall be deemed joint employees of the companies.

(b) Each company shall be liable for all damage to or loss or destruction of property, personal injury or loss [fol. 1342] of life which shall be caused by or upon its locomotives, cars or trains through the acts or omissions of its men or joint employees.

(c) In the event of a collision between the locomotives or cars of the companies, caused by the joint acts or omissions of their employees, or caused partially or wholly by the acts or omissions of a joint employee, each company shall sustain without indemnity all loss or damage to or destruction of its own locomotives or cars, and be liable for all property in its custody, and for all personal injury or loss of life to its own employees or to persons upon its locomotives or cars; and if there shall be any loss or damage to or destruction of property of any other party or any personal injury or loss of life to any other party or to a joint employee,

or if any buildings, structures, appurtenances or appliances of any jointly used tracks shall be damaged or destroyed, the companies shall equally bear the amount that shall be paid in settlement of all claims of such other party or joint employee, and the expense of making such repairs to or rebuilding of the track, buildings, appurtenances or appliances as shall be necessary by reason of such collision.

(d) In the event of any loss or damage to or destruction of property of a third party by fire or otherwise, or in the event of any personal injury to or loss of life of a third party or a joint employee, the responsibility for which loss, damage, destruction, injury or loss of life cannot be determined with certainty, the companies shall equally bear the amount that shall be paid in satisfaction of any judgment or decree of court, or otherwise, in settlement of any claim for such loss, damage, destruction, personal injury or loss of life.

(e) If either of the companies shall be compelled to pay any judgment, costs, or expenses, the whole or any part of which by the terms hereof shall be borne by the other, then the Company so liable shall promptly reimburse the company making the payment for the amount so paid.

(f) In case of any suit or action against either of the companies for any damage, loss or destruction, personal [fol. 1343] injury or loss of life for which the other company shall be wholly liable hereunder, the company against which suit or action shall have been brought may give the other notice of the pendency thereof, and thereupon and thereafter it shall be the duty of the company so notified to take charge of the defense and conduct the same and pay all expenses thereof, including attorneys and counsel fees, and to pay or perform such judgment or decrees as shall be rendered therein.

(g) In case of any suit or action involving joint liability be brought, the company against which the suit or action shall have been brought shall give the other due notice of the pendency thereof.

10. Statements for all payments and settlements, excepting payment of interest and taxes, required to be made hereunder shall be rendered as near the twentieth (20th) of each month as practicable for the preceding calendar month

and paid within twenty (20) days thereafter. The books and accounts of each company, so far as they relate to bills and statements to be rendered hereunder, shall be open at all reasonable times for the inspection of the properly authorized representatives of the other company.

It is understood and agreed that the term "Operating Expenses" as used herein shall include service of agents, operators, track and bridge men, jointly employed trainmen and enginemen, if any, other employees who may be stationed directly along or upon the tracks covered by this agreement, and such proportion of the expense of division train masters, dispatchers and roadmasters as may be represented by the mileage operated under this agreement as compared with the total mileage over which such officials have jurisdiction.

11. In case of any accidental violation of any of the provisions of this agreement, such as may occasionally occur notwithstanding the exercise of diligence and good faith, by either party, such violations shall be adjusted by proper compensation between the parties themselves, respectively, for the loss suffered by it therefrom.

12. And it is further agreed that if at any time a difference of opinion or dispute shall arise between the parties hereto in respect to any of the provisions of this agreement [fol 1344] ment or any action hereunder, the question in dispute, if it cannot be settled by the parties themselves, shall be referred to a board of arbitration consisting of three (3) competent and disinterested persons skilled in railroad matters, one (1) of which persons shall be elected by the Virginian Company and one (1) by the Chesapeake Company and the third (3d) by the two thus chosen. The party desiring such arbitration shall give written notice of the same to the other party, stating therein definitely the point or points in dispute and naming the persons selected by such party as arbitrator, and it shall be the duty of the other party hereto within fifteen (15) days after receiving such notice to name an arbitrator, and in the event it does not do so the party serving such notice may select the second arbitrator and the two thus named shall select a third. In the event of the failure of the two arbitrators thus named to agree upon a third within twenty (20) days

after their appointment as aforesaid, then the third arbitrator or umpire may be named by the Judge of the United States District Court for the Southern District of West Virginia, and the said Judge is hereby requested to act in the premises and name said umpire. The arbitrators thus chosen shall give to each of the parties hereto written notice of the time and place of hearing, which hearing shall not be less than ten (10) or more than twenty (20) days thereafter, and at the time and place appointed shall proceed with the hearing unless for some good cause of which the arbitrators or a majority of them shall be the judges, it shall be postponed until some later day or date within reasonable time, and the determination of the board of arbitration thus constituted, or of a majority of the persons composing the same, shall be made in writing, and a copy thereof delivered to each of the parties hereto, and shall be final and conclusive upon the parties in reference to the question or questions thus submitted.

The parties hereto hereby covenant, stipulate and agree with each other that they will, respectively, abide by and perform such award; the expense of such arbitration, including the fees of the arbitrators, to be borne by the parties hereto equally.

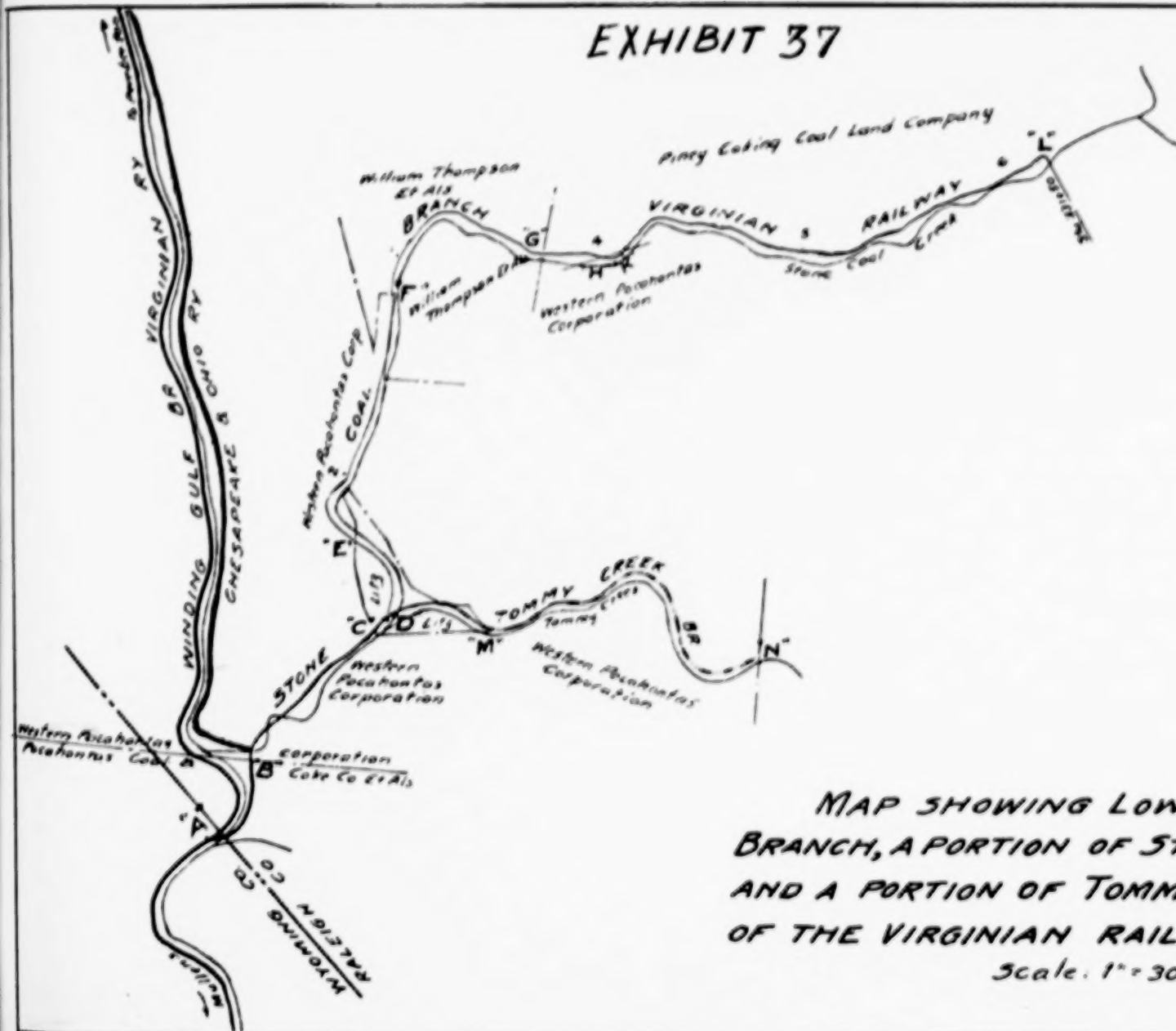
Pending settlement of the matter submitted for arbitration, the relations and conduct of the parties toward each [fol. 1345] other shall continue pursuant to the provisions contained in this agreement, and shall in no way be affected by such controversy.

13. It is understood that the Virginian Company proposes to construct the branch or extension now proposed to be built by it and any other branches or extensions of such branch or extension which it may build from the proceeds of, or on the faith of, bonds secured by its First Mortgage, dated May 1, 1912, to the Farmers' Loan & Trust Company, Trustee, and duly recorded; that the said branch or extension now proposed to be constructed and other branches or extensions of said branch or extension which it may build will be subject to the lien of said mortgage as a first lien thereon, and that nothing herein contained shall operate and be construed to give to the Chesapeake Company in respect to the rights given or to be given it hereunder any priority over the said mortgage or deed of trust

101

# EXHIBIT 37

1346



MAP SHOWING LOWER STONE COAL BRANCH, A PORTION OF STONE COAL BRANCH, AND A PORTION OF TOMMY CREEK BRANCH OF THE VIRGINIAN RAILWAY.

Scale: 1" = 3000'

or the rights of the bondholders thereby secured, which mortgage and rights shall be in all respects paramount and superior to any rights hereby given; and similarly that the Chesapeake Company may construct any branches or extensions which it may build hereunder upon the proceeds of bonds secured by any of its mortgages, and in such case any rights which the Virginian Company may have in respect to any branch or extension constructed by the Chesapeake Company hereunder shall be subject to the said mortgage or mortgages, as the case may be, of the Chesapeake Company, and the rights of the bondholders secured thereby, which mortgage or mortgages and rights shall be in all respects paramount and superior to any rights hereby granted.

14. This agreement shall run and bind the parties hereto, their lawful successors and assigns, for a period of ninety-nine (99) years from and after the date hereof.

In witness whereof the parties hereto have caused these presents to be signed by their respective Presidents, and their corporate seals to be hereto affixed, attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

The Virginian Company, by Raymond Du Puy, President,

Attest: Jas. Clarke, Secretary.

The Chesapeake & Ohio Railway Company, by Geo. W. Stevens, President.

Attest: ———.

(Here follows map, side folio page 1346)

[fol. 1347]

EXHIBIT No. 38

Tonnage Agreement Between The Virginian Railway Co. & The Gulf Coal Company, Dated September 23rd, 1908

This agreement, made this the 23rd day of September 1908, between The Virginian Railway Company, a corpora-

tion of the first part, hereinafter called the Railway Company, and The Gulf Coal Co. a West Virginia Corporation of the second part, hereinafter called the Coal Operator.

Whereas, the Railway Company proposes to build or to cause to be built by a subsidiary or allied company, all or part of a branch line of railroad extending from the main line of the Railway Company, at the mouth of Slab Fork, in Wyoming County, West Virginia, along the Guyandotte River and Winding Gulf Fork thereof, and Soak Creek to a point near the mouth thereof, in Raleigh County, West Virginia, substantially according to the location of the Winding Gulf Branch of the Deepwater Railway Company, which last named company has conveyed all its property and franchises to the Railway Company; provided that a satisfactory amount of coal or coke tonnage is guaranteed to be shipped over said proposed branch from the coal operations to be developed by said branch; and

Whereas, the Coal Operator leases from The Beaver Coal Company 275 acres of coal land situate on said Winding Gulf Creek and waters thereof, and bounded as follows: On the north by Winding Gulf Creek; on the east by Land owned by Levi Cook; on the south by Land owned by The Beaver Coal Co.; on the west by Wallens Branch Creek; which land will be made accessible and capable of development by said proposed branch line.

And also owns in fee approximately 449 acres, part of [fol. 1348] which adjoins the before mentioned lease of 275 acres of coal land.

Now, therefore, this agreement witnesseth:

1. That a Railway Company covenants and agrees that it will begin, or cause a subsidiary or allied corporation to begin the construction of the said branch line of railroad on or before the 1st day of November, 1908, and cause the same to be completed as soon as practicable thereafter to a point where connection can be had with mines to be opened by the Coal Operator.

2. That the coal operations on said branch line shall have the same freight rates on coal and coke shipped to points outside the state of West Virginia, as the coal operations shipping New River Coal or Coke from the mines on the main line of the Railway Company; and that the coal operations on the said branch line shall have an equal and pro-

portionate car supply with the coal operations on the main line of the Railway Company.

3. That the Coal Operator covenants and agrees to begin on or before the 1st day of November, 1908, the development of the lands owned or controlled by it as aforesaid, for the mining of coal to be shipped over and by the said branch line and the main line of the Railway Company, and to prosecute the development thereof with all practicable dispatch, and to begin the shipment of coal therefrom over the said branch line and the main line of the Railway Company within 90 days after the said branch line shall be completed to a point from which connection can be made with the Coal Operator's tipple or tipples.

4. That connection between the tipple or tipples of the Coal Operator and the said branch line shall be made and loading tracks put in under the Railway Company's usual side track contract and rules, as in similar cases on the main line.

5. That the Coal Operator covenants and agrees for itself, its successors and assigns that there shall be shipped from said premises hereinbefore described over the said branch line and the Railway Company's main line, at the least 10,000 net tons of coal in the calendar year 1910, 20,000 [fol. 1349] net tons of coal in the calendar year 1911, and 50,000 net tons of coal in the calendar year 1912, and each year thereafter, to and including the year 1933; provided that one tone of coke shipped shall be counted as one and one-half ( $1\frac{1}{2}$ ) tons of coal; and provided, further, that the Coal Operator, its successors and assigns, shall not be responsible for any deficiency in the tonnage herein agreed to be shipped in any year, caused by the failure on the part of the Railway Company to furnish sufficient cars to move the agreed tonnage as the same shall be prepared and ready for shipment, or by the failure on the part of the Railway Company to give as low freight rates on coal and coke to its Tidewater terminals and other points reached by its main line extensions thereof and branches as may be charged by other railway companies shipping New River or Pocahontas Coal and coke, on such coal and coke to the same points respectively, or by strikes or by the failure to obtain a market for the coal, or by other causes

beyond the control of the Coal Operator, the intention hereof being that if in any year covered by this contract the amount of coal herein agreed to be shipped from the premises above described, shall be mined and shipped therefrom, such amount shall be shipped over and by the said branch line and the Railway Company's main line, but that there shall be no liability on the part of the coal Operator, its successors or assigns, for failure, for any reason beyond control to produce and ship the stipulated amount.

6. That the covenants and agreements of the respective parties hereto, shall, so far as possible, run with and bind their respective properties; and that the Railway Company shall not dispose of its property without binding its successors or assigns to the performance and fulfillment of the covenants and agreements upon its part herein contained; and that the Coal Operator shall not dispose of its said property without binding its successors and assigns to the observance and performance of the covenants and agreements on its part, herein contained.

In witness whereof the Railway Company by Raymond Dupuy, its Vice-President and General Manager, hath hereto caused its corporate name to be signed and its corporate seal to be affixed and the Coal Operator by its President and Secretary have hereto caused its corporate name to be signed and its corporate seal to be affixed.

The Gulf Coal Co. S. J. Patterson, Prest. H. J. Dreese, Secy. (Seal.)

The Virginian Railway Company, by Raymond Dupuy, Vice-Pres. and Gen. Mgr.

Attest: F. W. Russell, Asst. Secy. (Seal.)

Copy.

[fol. 1351]

## EXHIBIT No. 39

INTERSTATE COMMERCE COMMISSION.

Docket No. 13832

Witness Adsit. Date: Nov. 14, 1922

Deed Between the Gulf Coal Company & the Virginian Railway Co., Dated December 15th, 1909, Conveying to the Virginian Railway Co. Right of Way Required for Side Track to Tipple of the Gulf Coal Company at Paterson M. P. 17.43—Raleigh County, W. Va.

That for and in consideration of — to the said Coal Company cash in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable considerations fully paid, the said Coal Company does hereby grant and convey unto the said the Virginian Railway Company, party of the second part as aforesaid, its successors and assigns, with covenants of special warranty, all the surface contained on that certain strip, piece or parcel of land lying and being in the County of Raleigh and State of West Virginia, on the waters of Winding Gulf Creek, and described as follows:

A certain irregular strip or parcel of land varying in width on each side of the center line of a certain side-track survey made to the tipple of the said Coal Company, and extending from station 4 plus 68 in the present northern right of way boundary line of the right of way of the Winding Gulf Branch of the Virginian Railway to station 23 plus 50 of said side-track survey, and described as follows:

Between stations 4 plus 68 in the present northern right of way boundary line, and 7 plus 75, being a strip of land 16 feet in width, that is to say, 8 feet in width on each side of and parallel with the center line of said side-track. Between stations 7 plus 75 and 10 plus 00 on the south side, a strip 8 feet in width and parallel with the center line of said side-track, and on the north side varying in width from 8 feet to 23 feet, the northern boundary line of same being 8 feet distant from and parallel with the center line of the turnout. Between stations 10 plus 00 and 12 plus

03 being a strip 31 feet in width, that is to say, 8 feet in width on the south side of and 23 feet in width on the north side of and parallel with the center line of said side-track. Between stations 12 plus 03 and 15 plus 95 (the center of the tipple) on the south side a strip 8 feet in width and parallel with the center line of said side-track and on the north side varying in width from 23 feet to 50 feet, the northern boundary line of same being 8 feet distant from and parallel with the center line of the latter track. Between stations 15 plus 93 and 19 plus 17 on the south side being a strip 8 feet in width and parallel with the center line of said side-track, and on the north side being a strip varying in width from 50 feet to 8 feet, the northern boundary line of same being 8 feet distant from parallel with the latter track. Between stations 19 plus 17 and 23 plus 50 (the end of said side-track) being a strip of 16 feet in width, that is to say 8 feet in width on each side of and parallel with the center line of the said side-track. [fol. 1352] The center line of the side-track as referred to being described as follows:

Beginning at a point in the center line of the Winding Gulf Branch of the Virginian Railway at station 345 plus 80 equal station 2 plus 15 of the center line of said side-track; thence on a six degree curve to the left a distance of 132.5 feet to Station 3 plus 47.5 P. C. C., thence on a twelve degree curve to the left a distance of 184.5 feet to station 5 plus 32; thence on a tangent N. 14 degrees 30' E. a distance of 243 feet to station 7 plus 75; thence on a twelve degree curve to the right a distance of 168 feet to station 9 plus 43 P. C. C.; thence on a five degree curve to the right a distance of 482 feet to station 14 plus 25; thence on a tangent N. 58 degrees 46' E. a distance of 575 feet to station 20 plus 00; thence on a sixteen degree curve to the left a distance of 350 feet to the end.

The above described strip or parcel of land containing 1.14 acres, more or less and being shown on map hereto attached and made a part hereof.

It is understood and agreed by and between the parties hereto that this conveyance shall only be the surface, and that all coal, oil, gas timber and all other minerals shall remain the property of the Coal Company, and that the Rail-

way Company will allow the Coal Company to remove the same at any time it sees fit, providing it does not reasonably damage the Railway Company; it being understood and agreed that the Coal Company for itself, its successors or assigns, reserves the right to mine and remove the coal, gas, oil, and all other minerals upon or under the premises hereinbefore described and conveyed, provided, however, that same shall be done at the sole cost and charge of the Coal Company, its lessees, successors or assigns and provided also that in the event the mining or removing of the coal, gas or oil as aforesaid will not endanger or impede, interfere with or in any way affect the security of the road-bed or the operations of the Railway Company.

Said Coal Company further reserves from this conveyance to itself, its successors, lessees or assigns, the right to cross the tracks of the Railway Company on the right of way hereby conveyed, with the tram-roads or railroads and railroad switches, water and steam pipes, electric power and telephone wires without any rental or charge whatsoever, above or under grade, at such point or points as may be necessary for the purpose of removing and transporting the timber, coal, oil and other minerals and products from the lands adjacent to said Railway and coterminous territory and to other railroads, and the right to cross the tracks on the land herein conveyed overhead or underneath with such tipples and railroad switches, inclines, and electric power and telephone wires as may be necessary in mining operations upon the land adjacent to said tracks free to The Gulf Coal Company; also to be allowed to build a platform on right of way above described within regulation distance from track, say four to six feet, and in such manner as will not interfere with the operations of the Railway Company, together with the right to construct such tunnels and mining ways underneath said right of way as may be necessary for passage ways between its mining operations and to appropriate to itself, its successors and assigns on the within described land, free of charge and free from the operation of this conveyance, the coal, oil, gas and other minerals mined from such tunnels and mining ways, provided, however, that any such railroads, tram roads, tipples, inclines, tunnels, electric power and telephone wires or mining ways shall be constructed and maintained at the

sole expense of the said The Gulf Coal Company, its successors, assigns or lessees; that any overhead crossings, whether by tram roads, railroads, tipples or inclines, electric power and telephone wires, shall have a clear space of not less than twenty-two (22) feet above the rails of the railway of the said The Virginian Railway Company, and shall have such horizontal clearance and be constructed to such plans and specifications, and of such materials as are necessary to afford proper protection to the track, trains and other property of the said Railway Company.

[fol. 1353] The said, The Gulf Coal Company, its successors, lessees and assigns, shall have the right to such necessary wagon road crossings at grade over the tracks of The Virginian Railway Company as may be necessary for the development of the lands of The Gulf Coal Company, such crossings to be located at mutually convenient points.

It is further understood that in the event the Railway Company should hereafter abandon the strip of land hereinabove described and hereby conveyed and remove therefrom the ties, rails, connections, fixtures, materials or other property which the said Railway Company may have thereupon and no longer require the said land for the use and operation of a spur track, siding or sidings, then in such event, upon such abandonment by the Railway Company, title to the above property shall revert to and revest in the Gulf Coal Company.

In testimony whereof the said Coal Company has caused these presents to be signed in its corporate name by S. J. Patterson, its President, duly authorized, and its corporate seal to be affixed hereto, attested by its Secretary, the day and year first above written.

The Gulf Coal Company, by S. J. Patterson, President.

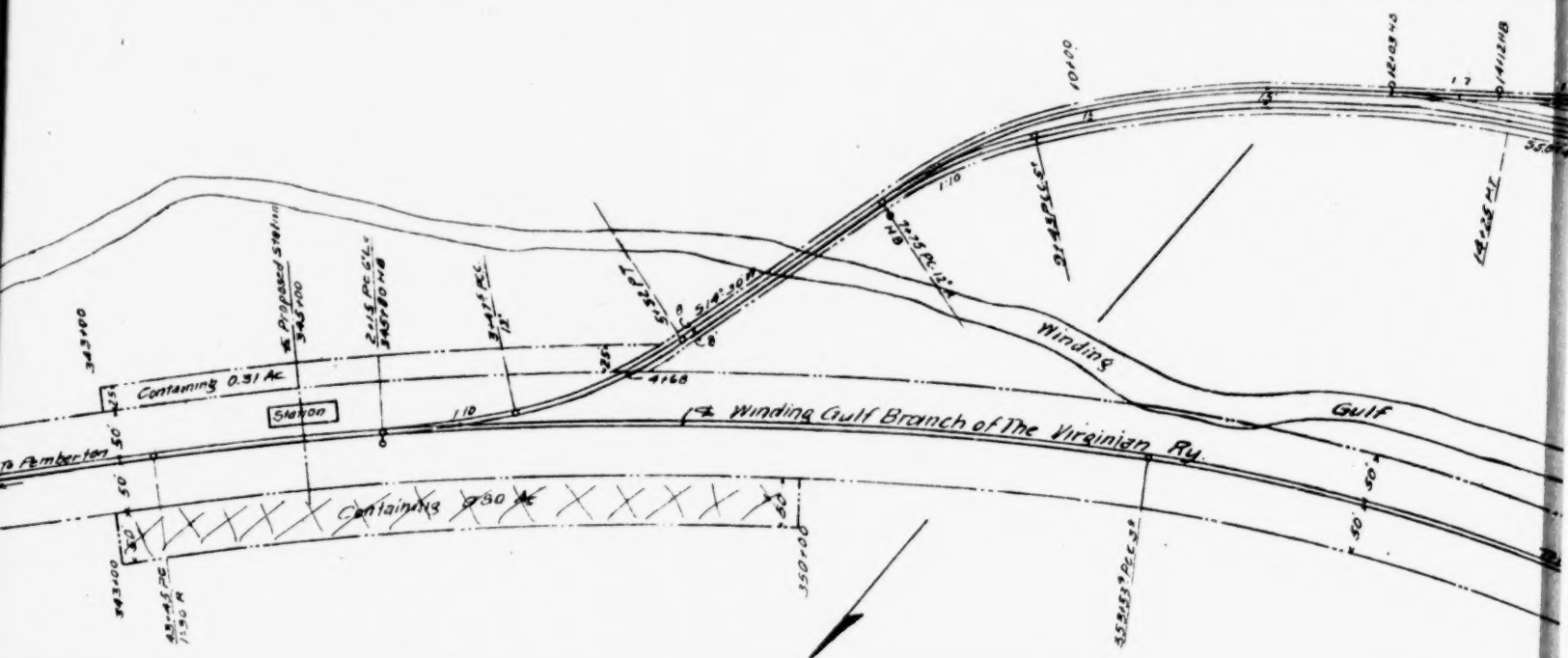
Attest: H. J. Dreese, Secretary. (Seal.)

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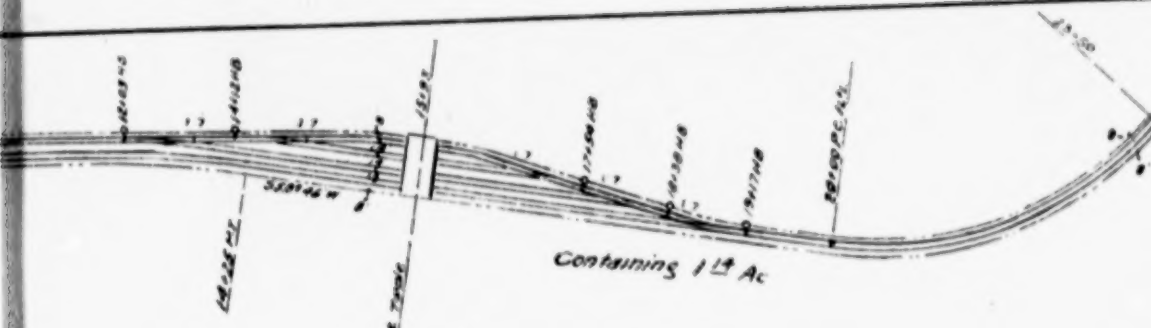
[fol. 1354] STATE OF OHIO,  
County of Montgomery, To wit:

I, John B. Harshman, a Notary Public of the said County of Montgomery in the State of Ohio, do hereby certify that S. J. Patterson, personally appeared before me in my said

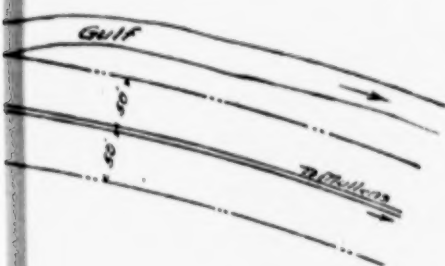
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1355



4661



Right of Way required for Side Track to Tunnel of

VIRGINIAN RAILWAY  
WINDING GULF BRANCH

THE GULF COAL CO

AT

PATTERSON

M. P. 17 43 Raleigh Co. W. Va.

Scale 1" = 100'

Sept 13, 1909

Approved

Chief Engineer

A-714

County and being by me duly sworn did depose and say that he is the President of The Gulf Coal Company, the corporation described in the writing above, bearing date the 15th day of December, 1909, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation; and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And said S. J. Patterson acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 8th day of January, 1910.

John B. Harshman, Notary Public in and for Montgomery County, Ohio. My term of office expires November 20, 1911. (Seal.)

WEST VIRGINIA:

Raleigh County Court Clerk's Office

January 15, 1910.

The foregoing deed, together with the certificate of acknowledgment thereon, was this day presented in said office and admitted to record.

Teste:

M. J. Meadows, Clerk.

Copy.

(Here follows map, side folio page 1355)

## INTERSTATE COMMERCE COMMISSION

Docket No. 13832

Witness: Adsit. Nov. 14, 1922

Agreement Between The Gulf Coal Company & The Virginian Railway Company, Dated January 6th, 1910

Mine Track Layout—Patterson, M. P. 17.43, Raleigh County, W. Va.

Whereas, the Coal Company desires that the Railway Company shall locate and build the said track and tipple loading tracks as shown in red on the map attached hereto.

Now, therefore, in consideration of the premises and of the covenants hereinafter contained, it is hereby agreed as follows:

1. The Coal Company shall, at its own expense, furnish the necessary rights of way for all said track, including the necessary land for slopes of cuts and fills, and shall do all the necessary grading, and furnish all material for and erect all trestles and bridges, and furnish all the necessary white oak track and switch ties for the said tracks, all work and material to be subject to the approval of the Railway Company.

2. Upon the completion of said grading, trestling and bridging and the delivery and distribution of said ties upon and along the grade the Coal Company shall cause to be vested in the Railway Company by such apt and proper deed or lease, as the Railway Company may require title to the necessary rights of way for said tracks and all work and material upon the said rights of way for so long as the Railway Company shall keep the said tracks upon the said rights of way, the title so vested to revert and revest in the grantors or lessors of the same, their heirs, successors or assigns, whenever the Railway Company, its successors or assigns, shall cease to maintain and use said tracks and remove the rails and other track material therefrom; and thereupon the Railway Company shall furnish the necessary

rails and fastenings, frogs and switches, and shall lay the said tracks and do the necessary ballasting and thereafter [fol. 1357] maintain and operate them; but if the Coal Company shall fail to ship coal in the quantity and in the time specified in the said agreement of September 23, 1908, or if after the expiration of said agreement the Coal Company shall not in the opinion of the General Manager of the Railway Company ship sufficient coal to justify maintaining said tracks the Railway Company may, if it so elects, discontinue the operation of said tracks and remove the rails and other track material furnished by it hereunder, but such removal shall not bar the recovery of any and all damages to which the Railway Company may be entitled by reason of the failure of the Coal Company to comply in all respects with said agreement of September 23, 1908.

3. Upon completion of the said tracks the Coal Company shall pay the Railway Company for laying the said tracks as follows:

For labor furnished for laying and surfacing tracks, six hundred dollars per track mile.

For labor furnished for putting in each turnout, including the switch, frog and lead, twenty-five dollars.

For ballasting tracks, including both ballast and labor, sixteen hundred dollars per track mile, and the Railway Company shall thereafter, at its own expense, furnish the necessary labor and material for the maintenance, repairs and renewals of the said tracks.

4. The Railway Company shall have the exclusive use of the said tracks and shall do all the switching of loaded & empty cars thereover, but nothing herein contained shall be construed as requiring the Railway Company to maintain and operate the said tracks wholly for the business of the Coal Company, it being understood that the said tracks and any extensions, sidings or spurs which shall be built in connection therewith may be used for such business as the Railway Company shall desire, provided such use shall not unreasonably interfere with the operations of the Coal Company.

5. The Coal Company shall indemnify and save harmless the Railway Company against any and all damages and claims for damages on account of any loss or damage which it, its successors, assigns, bailees, bailors, lessees or licensees shall suffer by reason of any fire set by the locomotives or cars of the Railway Company to any buildings now or hereafter erected, or to the contents thereof or to [fol. 1358] any property of any kind stored or placed upon or along the said tracks.

And the Coal Company shall indemnify and save harmless the Railway Company against loss or damage to the property of the Railway Company or property in its custody, and against all loss on account of personal injuries, or loss of life which shall be caused by the acts or omissions of the Coal Company, its agents or employes.

In witness whereof, the parties hereto have caused their respective corporate names to be signed, and their respective corporate seals to be affixed to this agreement, in duplicate, the day and year first above written, by their respective authorized officers.

The Gulf Coal Co., by S. J. Patterson, President.

Attest: H. J. Dreese, Secretary.

The Virginian Railway Company, by Raymond Du Puy, Vice-President.

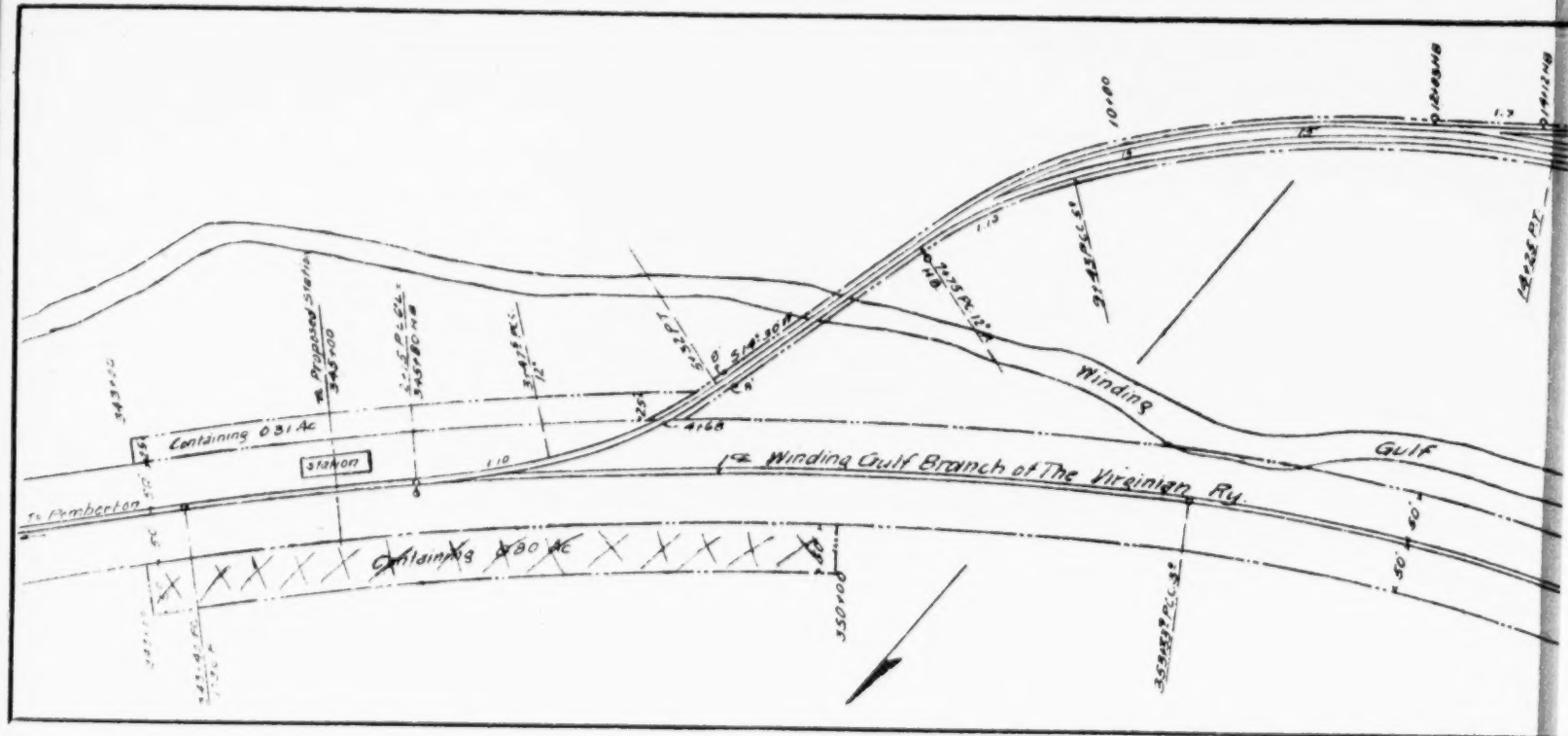
Attest: F. W. Russell, Assistant Secretary.

O. K. J. K.

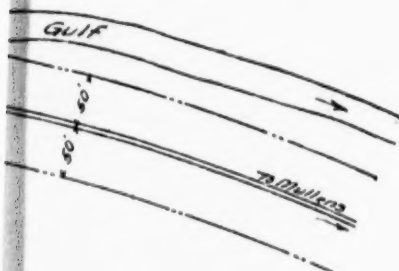
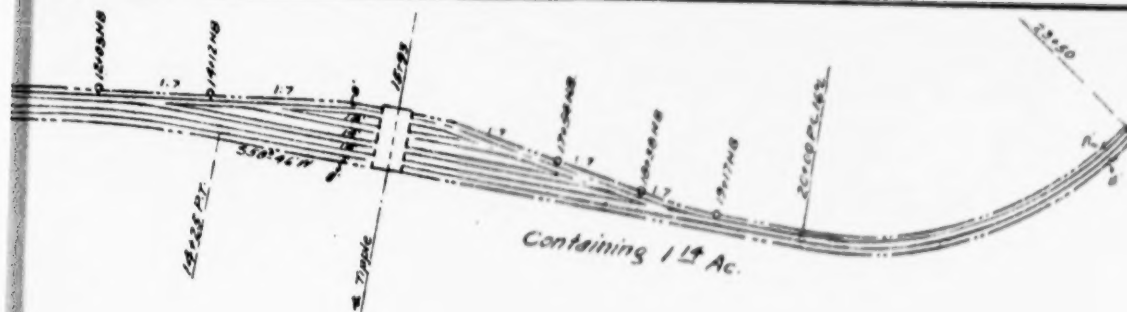
O. K. H. F.

Copy.

(Here follow map, part of Exhibit 40, side folio 1359, and Exhibits 41 and 42, maps, side folios 1360 and 1361)



1359



VIRGINIAN RAILWAY  
WINDING GULF BRANCH

THE GULF COAL CO.

AT

PATTERSON

M. P. 17<sup>23</sup> Raleigh Co. W. Va.  
Scale - 1" = 100' Sept 13, 1909

Approved

Chief Engineer.

A-714

MAPS

TOO

LARGE

FOR

FILMING



[64, 1362]

## INDEPENDENT EXHIBIT No. 43

Statement of Distances, Rates, and Ton-mile Earnings, Coal, from New River (Group 1) and Kanawha Groups (2 and 3) Districts to Representative Destinations East and West, including also Distance from Deepwater, W. Va.

Destinations	New River district			Kanawha district			Distance from Deepwater
	Average distance	Rate	R. P. T. M. (mills)	Average distance	Rate	R. P. T. M. (mills)	
Richmond .....	350	2.65	7.57	437	2.75	6.29	376
Lynchburg .....	285	2.70	11.65	280	2.49	8.61	220
Norfolk .....	435	2.65	6.69	522	2.15	5.29	464
Washington .....	330	(a) 2.84	(b) 7.69	416	(a) 3.09	(b) 6.61	355
Newport News (for beyond the Cape)....	431	(a) 2.52	(b) 5.22	509	(a) 2.02	(b) 4.06	450
Cincinnati .....	275	1.50	7.33	338	1.80	7.94	263
Louisville .....	340	1.50	5.85	390	1.80	6.30	305
Indianapolis .....	384	2.62	6.82	347	2.52	7.20	353
Chicago .....	500	3.24	5.78	523	3.09	5.91	528
Toledo (Lake Cargo) .....	375	2.00	5.50	328	1.91	3.65	347

(a) Per ton 2,240 pounds; all other rates per ton 2,000 pounds.

(b) Reduced to net ton basis.

Tariff References: C. & O. Ry. I. C. C. 7721, 9206, 9219, 10111, 8065 and 9218.

(Here follows Exhibit 44, map, right of way, etc., side folio 1363)

[fol. 1364]

EXHIBIT No. 45

## The Ches. &amp; Ohio Railway Co.

## Maps and Profiles of Certain Lines in the New River District

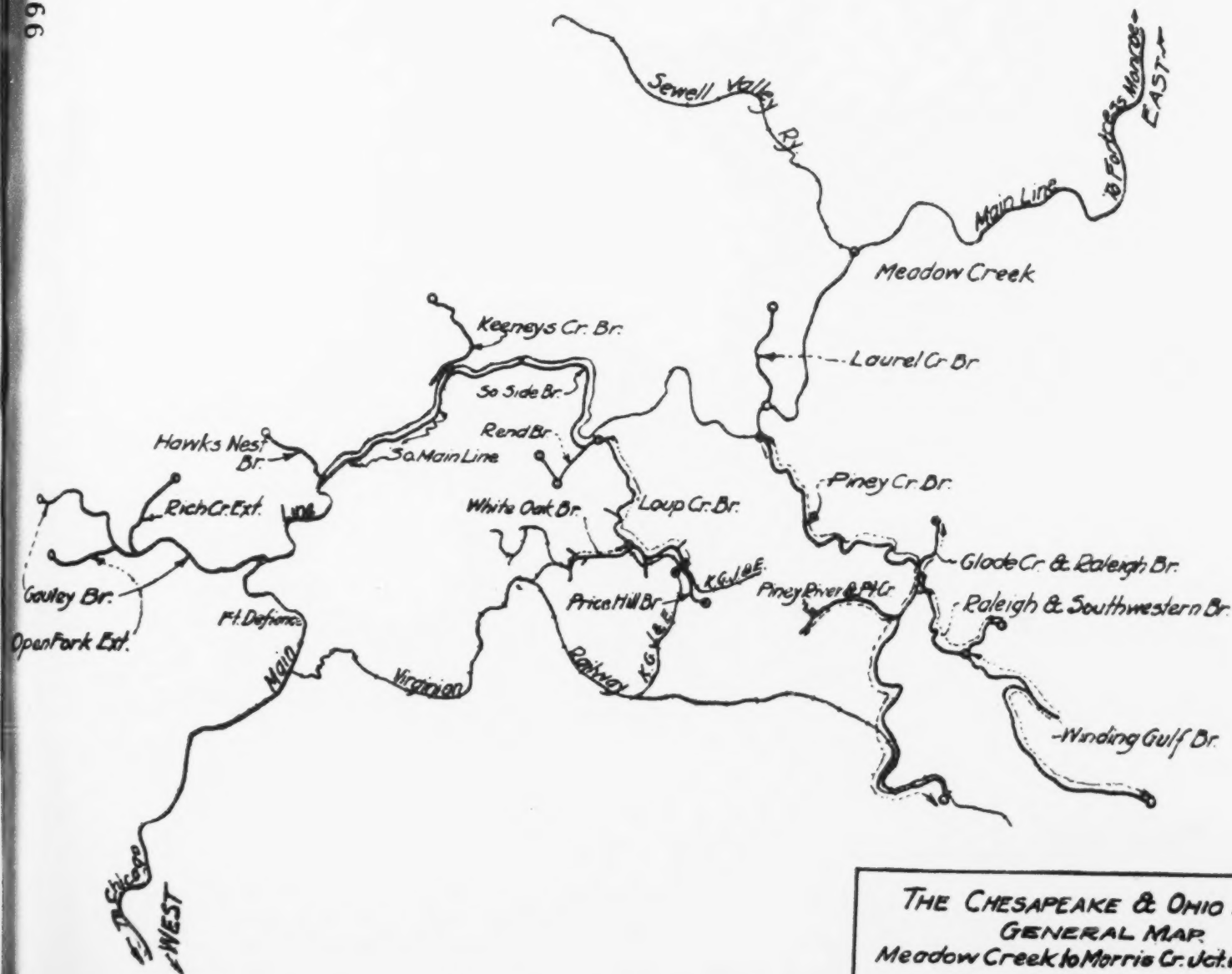
Office of Valuation Engineer, Richmond, Va., July 7, 1921

[fol. 1365]

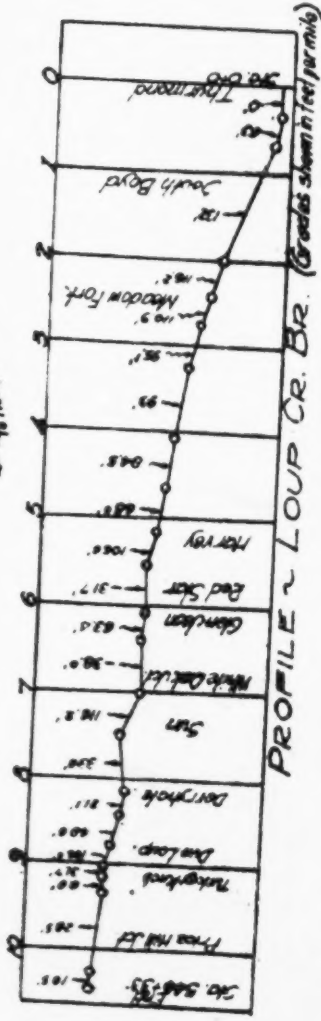
## Index

General Map showing Main Line & Branches	Sheet #1
Loup Creek Branch . . . . . Map & Profile	Sheet #2
South Main Line . . . . .	Sheet #3
Price Hill Branch . . . . .	Sheet #4
Rend Branch . . . . .	Sheet #5
Laurel Creek Branch . . . . .	Sheet #6
South Side Branch . . . . .	Sheet #7
Hawks Nest Br. . . . .	Sheet #8
White Oak Branch . . . . .	Sheet #9
Main Line-Meadow Creek to Ft. Defiance	Sheet #10
Gauley Branch . . . . .	Sheet #11
Keeneys Creek Branch . . . . .	Sheet #12
Piney Creek Branch & its Branches	Sheet #13
Switchback on Winding Gulf Branch	Sheet #14
Kilsyth Junction . . . . .	Sheet #15

(Here follow maps, parts of Exhibit 45, side folio pages  
1366-1381, inc.)



THE CHESAPEAKE & OHIO RY. CO.  
GENERAL MAP  
Meadow Creek to Morris Cr. Jct. with Branches  
Office of Valuation Engineer  
Richmond, Va. June 25, 1921.



Against:  $\sim 38''$   $\sim 132$  ft. per mi. = 2.5%

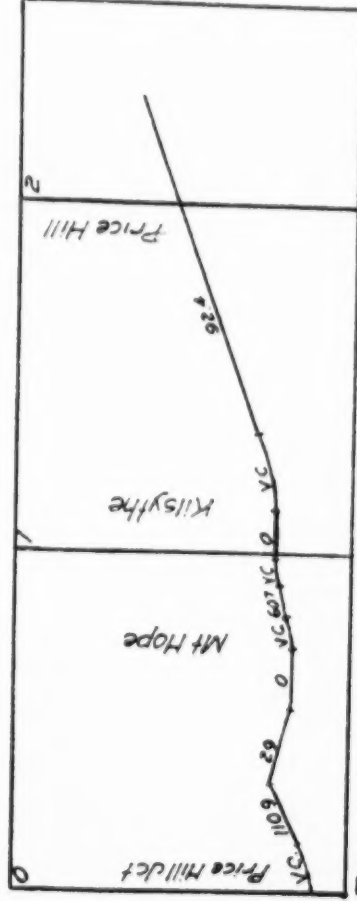
1367

CHES. & OHIO RY CO

Office of Vocational Engineer.  
June 8, 1921  
Richmond, Va.

Richmond, Va. N336





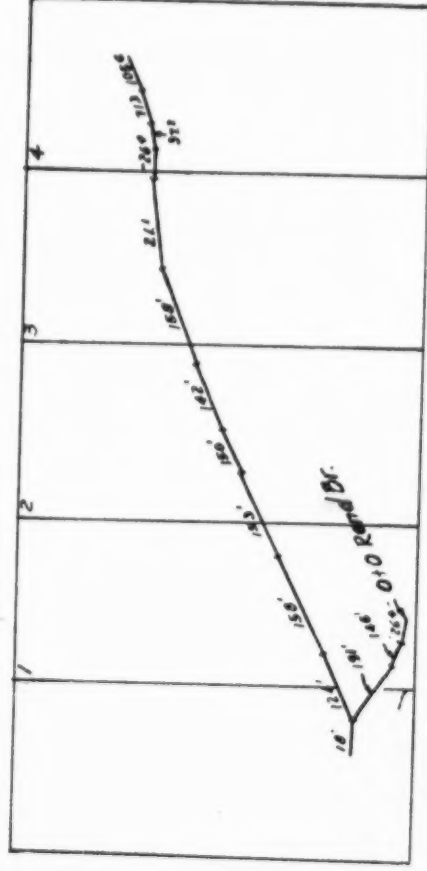
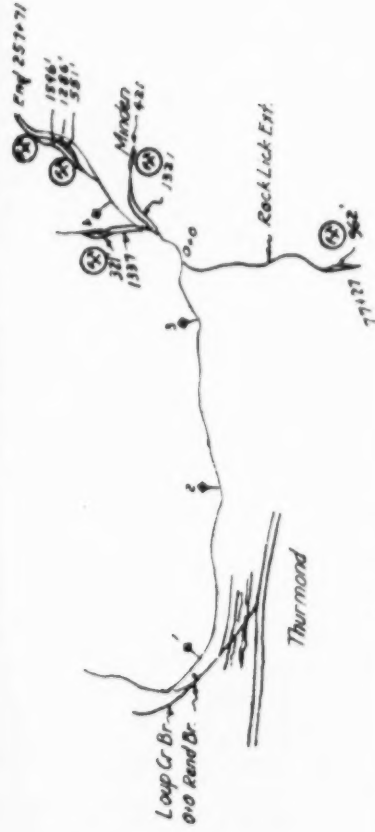
PROFILE ~ PRICE HILL BR. (Grades shown in feet per mile)

Maximum Grades:  
 With the load ~ 1109 ft. per mile = 210 %  
 Against " " ~ 29 " " = 055

1369

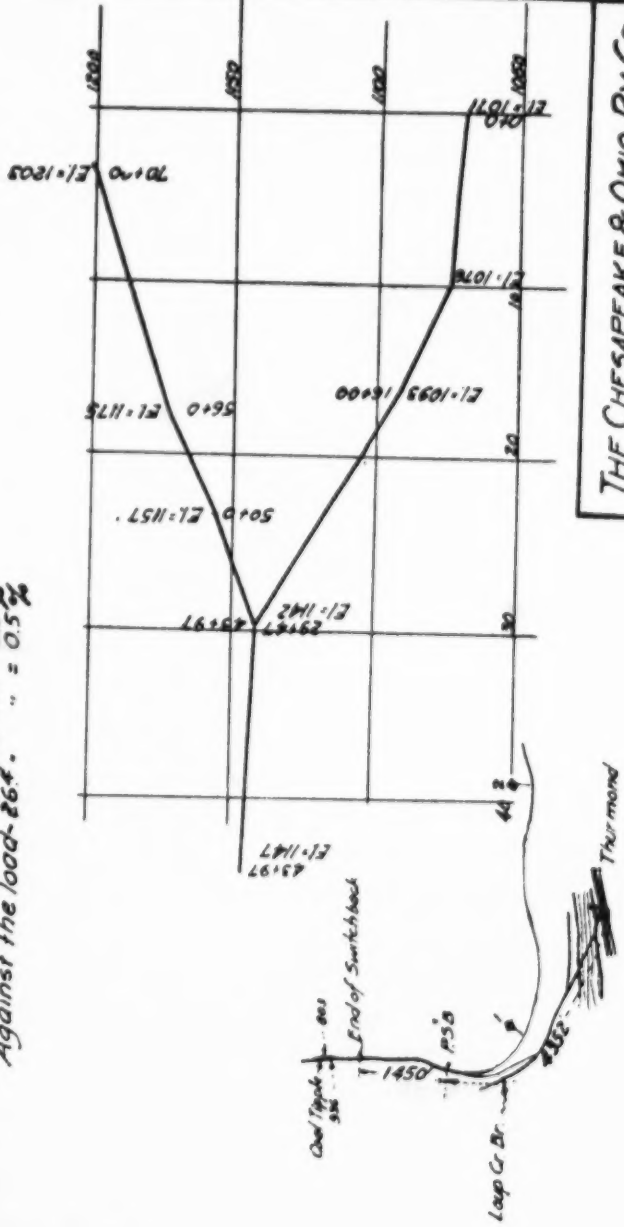
CHESAPEAKE & OHIO RY CO  
 PRICE HILL BRANCH  
 Office of Valuation Engineer  
 June 25, 1921 Richmond, Va

M355-B



PROFILE ~ REND BR. (Grades shown in ft. per mi.)

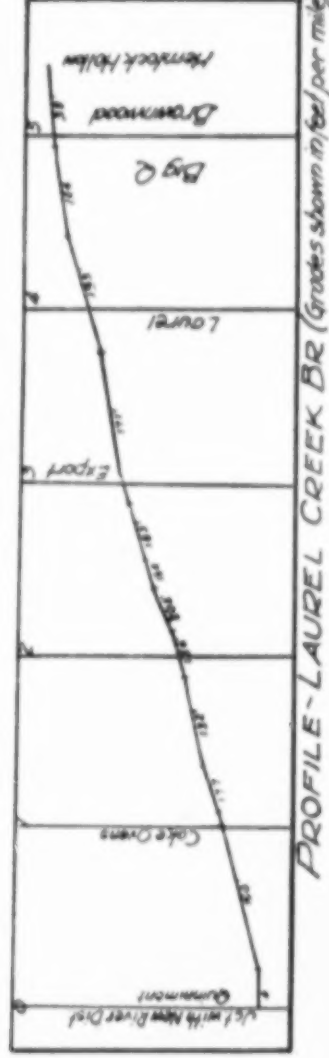
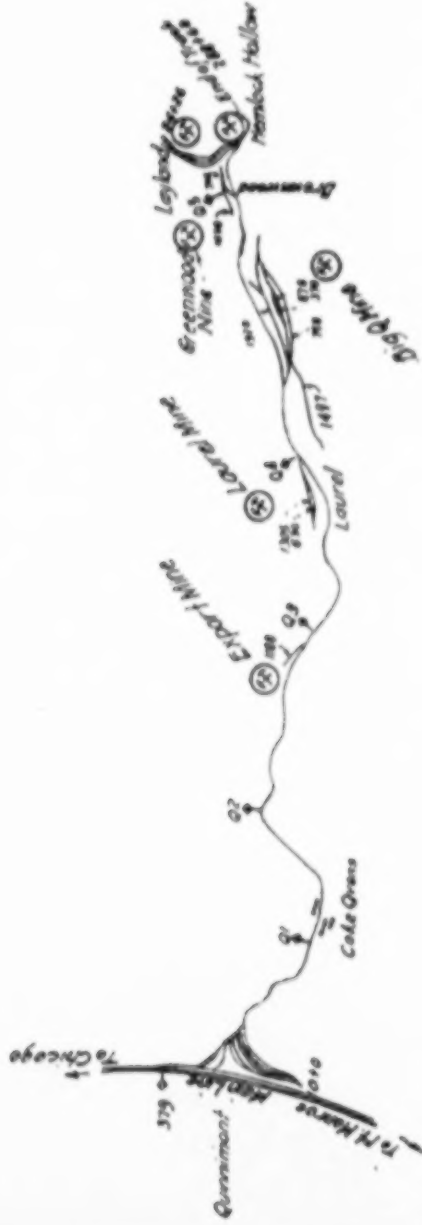
Maximum Grades:  
With the load ~ 191 ft. per mi = 36%  
Against the load ~ 26% " = 0.5%



THE CHESAPEAKE & OHIO RY. CO.  
REND BR.  
Office of Valuation Engineer  
June 25, 1921.  
Richmond Va.

137 Details of Switchback

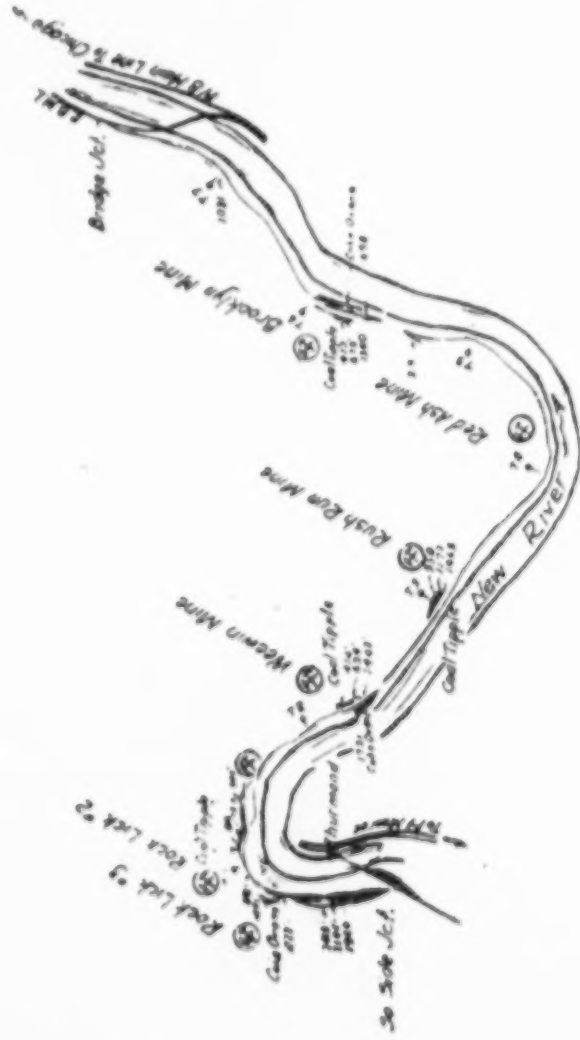
M-356-0



PROFILE - LAUREL CREEK BR (Grades shown in feet per mile)

Maximum Grades:  
 With load ~204 ft per mi. = 386 %  
 Against " 00 " " 0.0  
 1371

CHESAPEAKE & OHIO RY CO  
 LAUREL CREEK BRANCH  
 Office of Valuation Engineer  
 June 25, 1921  
 Richmond, Va.

[illegible]

PROFILE ~ SOUTH SIDE BR. (Grades shown in feet per mile)

**Maximum Grade:**

 $17.4 \text{ ft. per mi.} = 0.93\%$ 

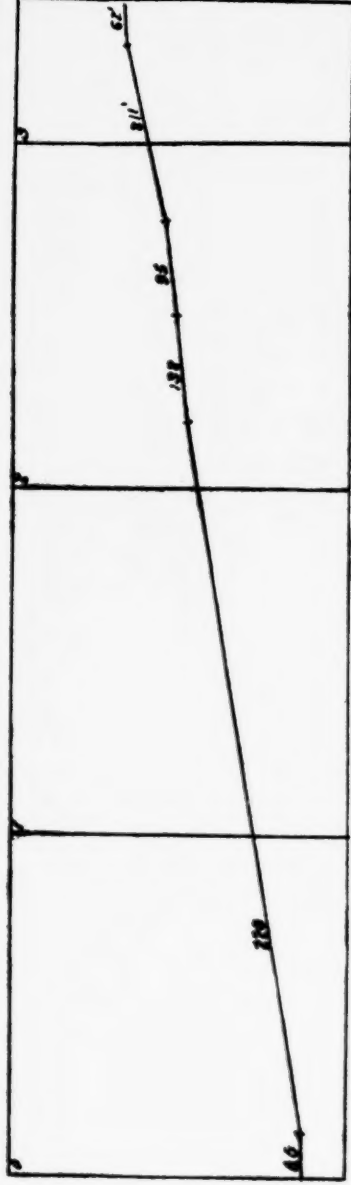
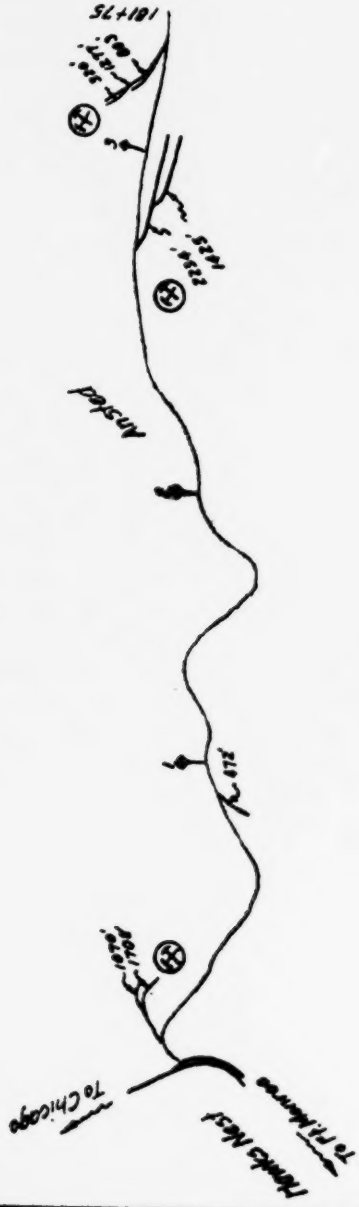
1372

CHEESAPEAKE & ONIORV CO.  
SOUTH SIDE BRANCH

Office of Valuation Engineer

June 25, 1921 Richmond, Va.

M356-E



PROFILE ~ HAWKS NEST BRANCH (Grades shown in feet per mile)

Maximum Grades

With the load ~ 220 ft. per mi. = 4.17%

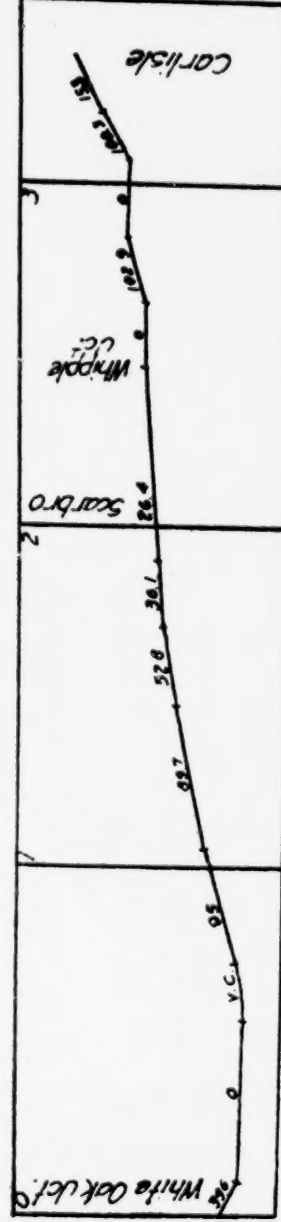
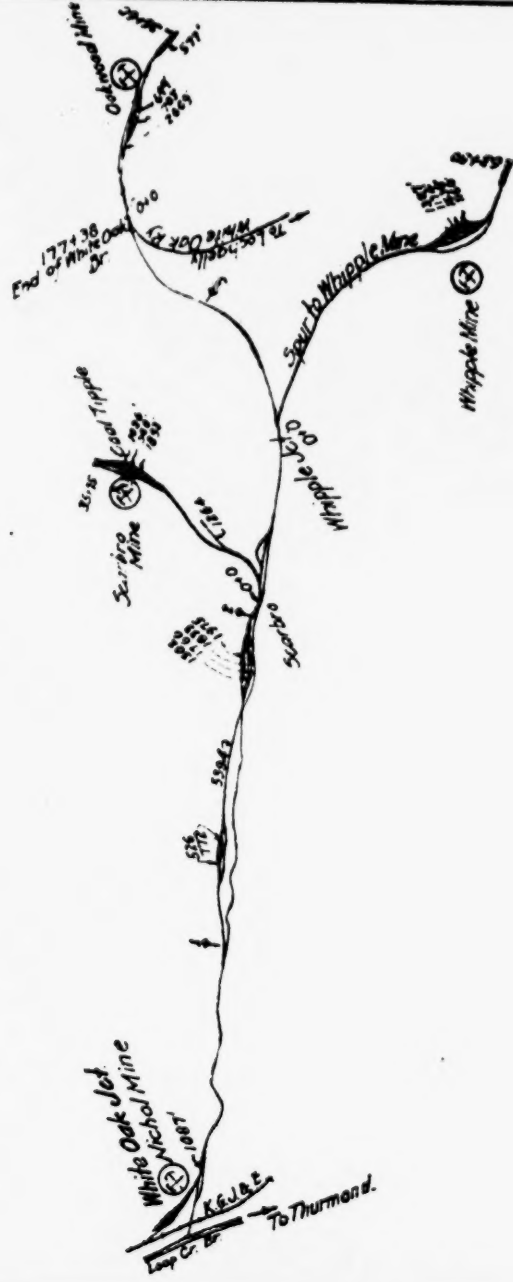
Against: " ~ 00 " = 0.0

1373

THE CHESAPEAKE & OHIO RY CO.  
HAWKS NEST BR.

Office of Valuation Engineer  
June 25, 1921  
Richmond, Va.

M 356-4N



PROFILE ~ WHITE OAK BR (Grades shown in feet per mile)

Maximum Grades:

With the load ~ 153 ft. per mi. = 29%

Against " ~ 396 " " = 0.75

1374

CHESAPEAKE & OHIO RY CO.

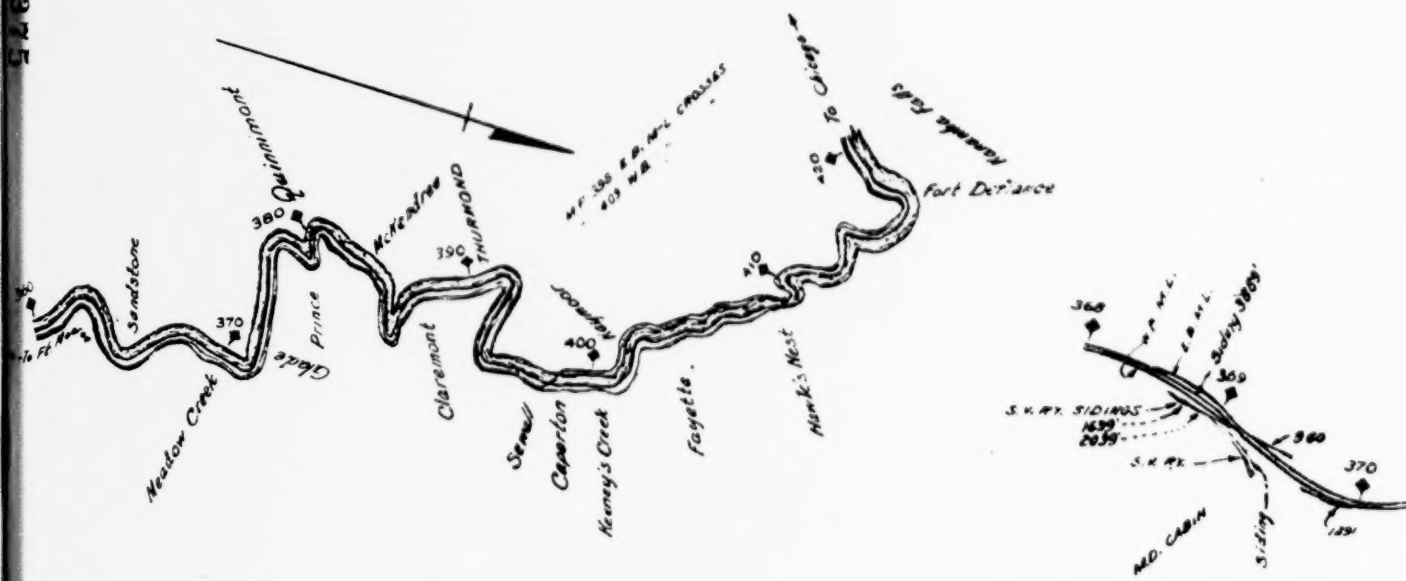
WHITE OAK BRANCH.

Office of Valuation Engineer

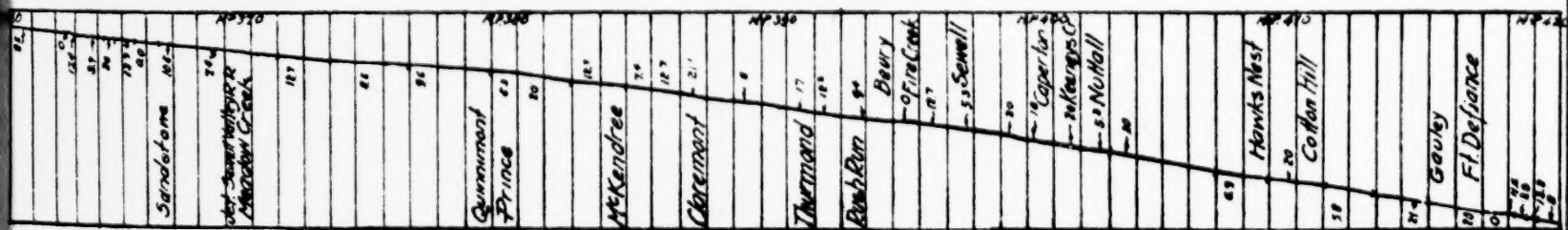
June 25, 1921 Richmond, Va.

N356-0

5261



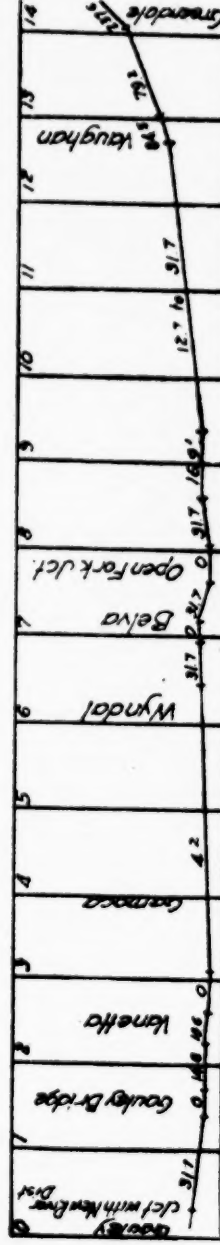
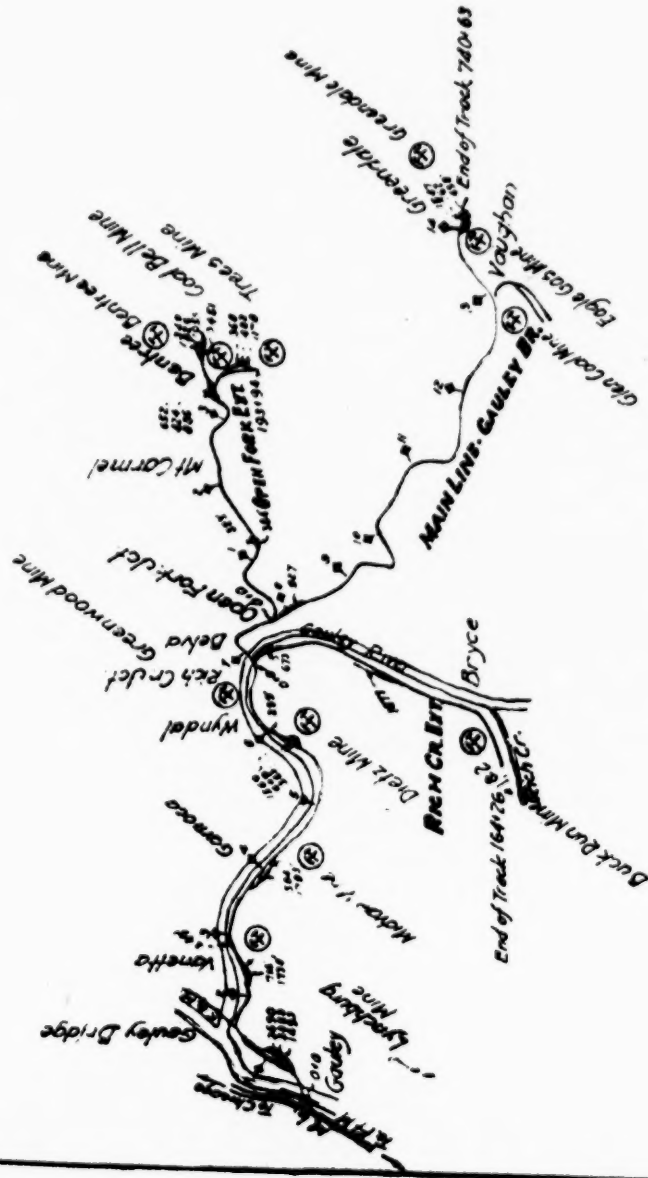
MEADOW CREEK



PROFILE ~ NEW RIVER DIST. Meadow Cr. to Ft. Defiance (Grades shown in feet per mile)

Maximum Grade:  
21 ft. per mi. = 0.40%

CHESAPEAKE & OHIO RAILWAY CO.  
Main Line  
MEADOW CREEK TO FORT DEFIANCE  
Office of  
VALUATION ENGINEER  
JUNE 25, 1921 RICHMOND, VA



PROFILE ~ GAULEY BRANCH (Grades shown in feet per mile)

Maximum Grades:  
With the load ~ 376 ft. per mile = 4.5 %  
Against ~ ~ 317. . . 06 %

1376

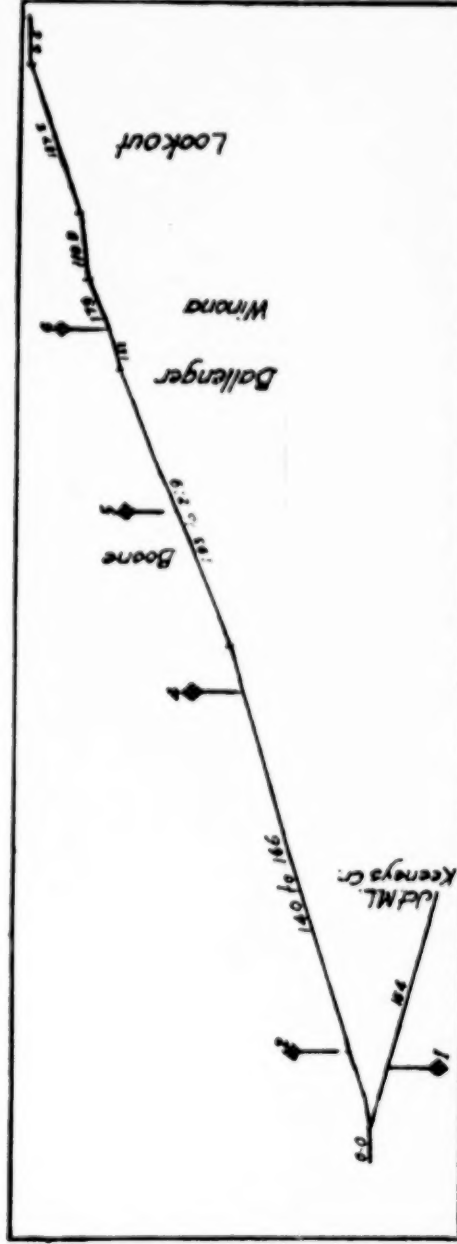
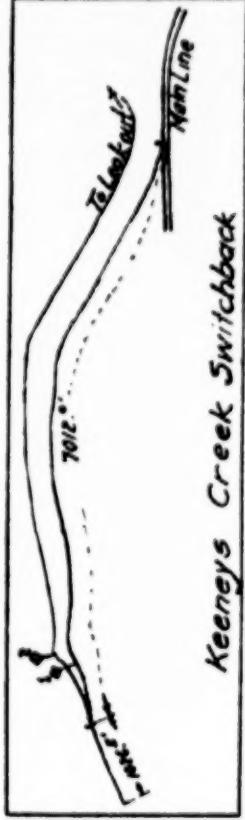
CHESAPEAKE & OHIO RY CO  
GAULEY BR.

Office of Valuation Engineer

June 28, 1921 Richmond, Va

M3556-1

12



Scale: Hor. 1" = 5000'  
Ver. 1" = 500'

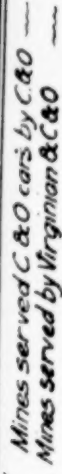
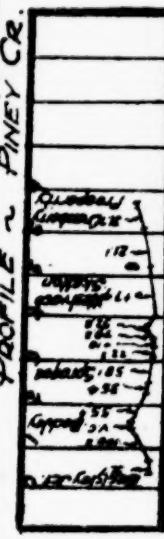
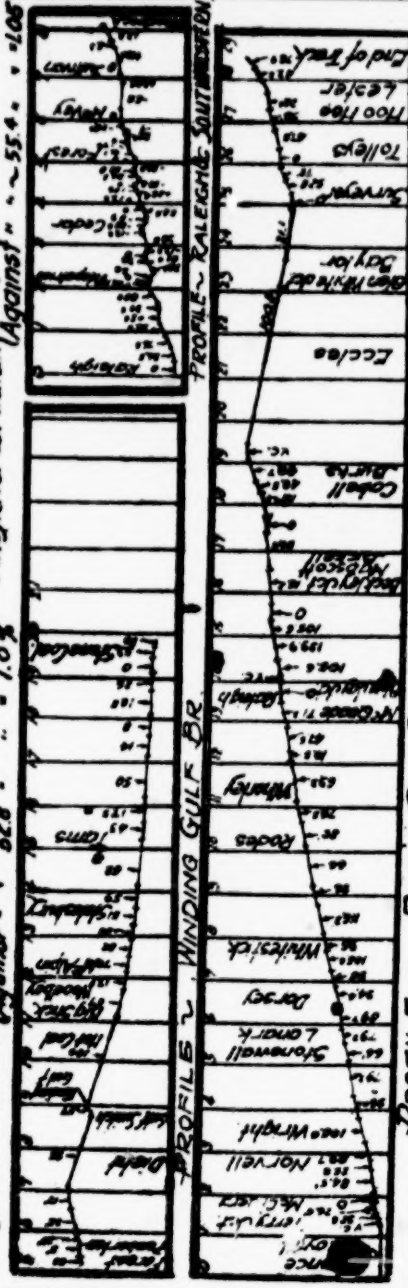
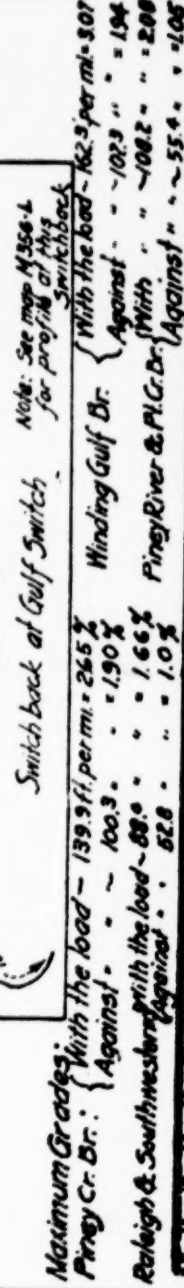
Maximum Grades:  
With the load ~ 219 ft. per mile = 41.4 %  
Against the load ~ 0.0 %

CHESAPEAKE & OHIO RY CO.  
KEENEYS CR. BRANCH  
Office of Valuation Engineer

June 25, 1921 Richmond, Va.

1377

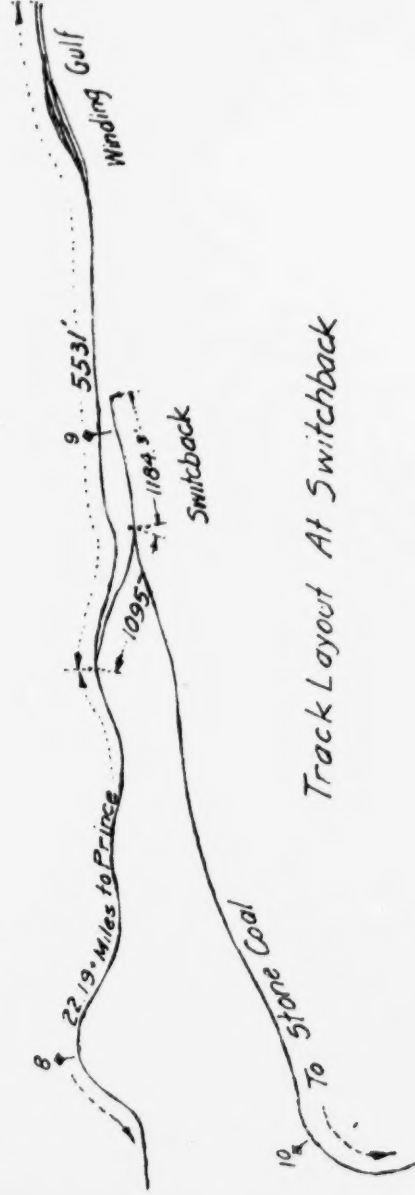
M356-J

[illegible]

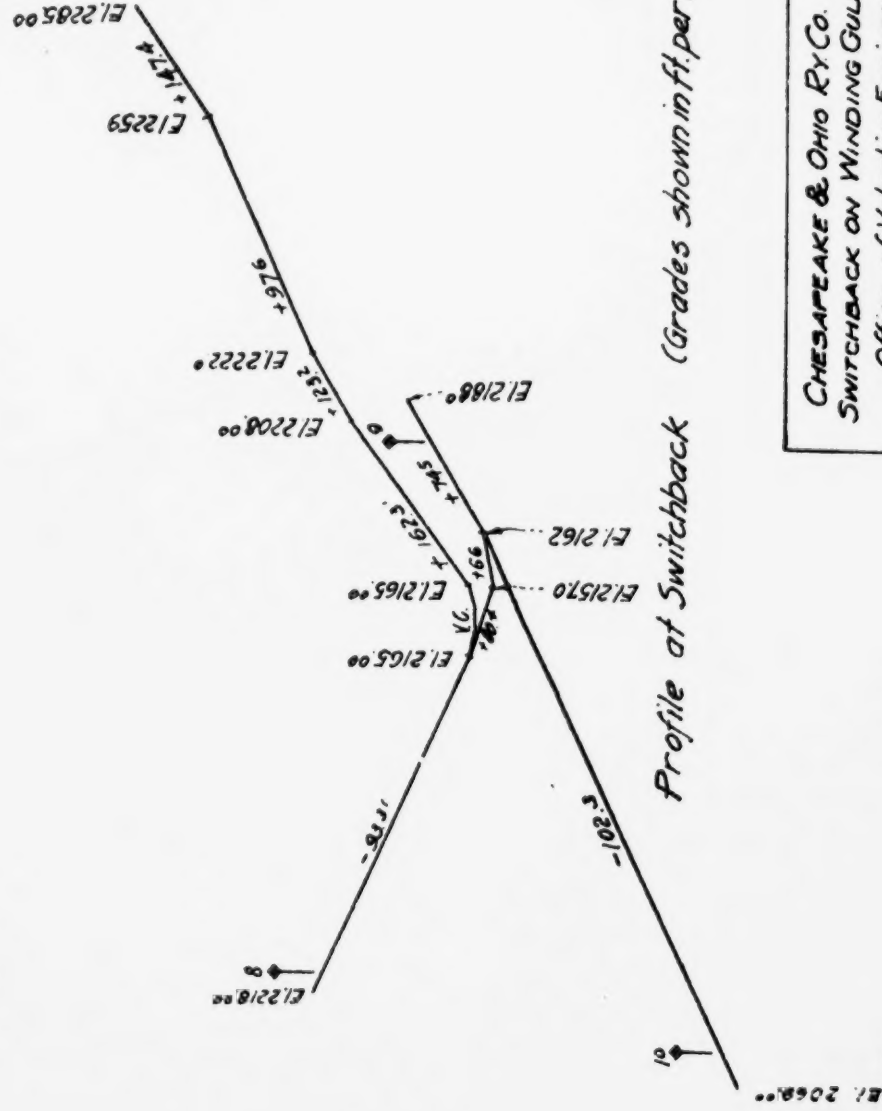
CHESAPEAKE & OHIO RY. CO.  
PINEY CREEK BR. & ITS BRANCHES  
Office of Valuation Engineer  
June 26, 1921 Richmond, Va.

PROMISE - PINEY RIVER & PAINT CO. RV  
1378

**M-356K**



Track Layout At Switchback



Profile at Switchback (Grades shown in ft. per mi.)

CHESAPEAKE & OHIO RY CO.  
SWITCHBACK ON WINDING GULF BR.  
Office of Valuation Engineer  
June 25, 1921 Richmond, Va.



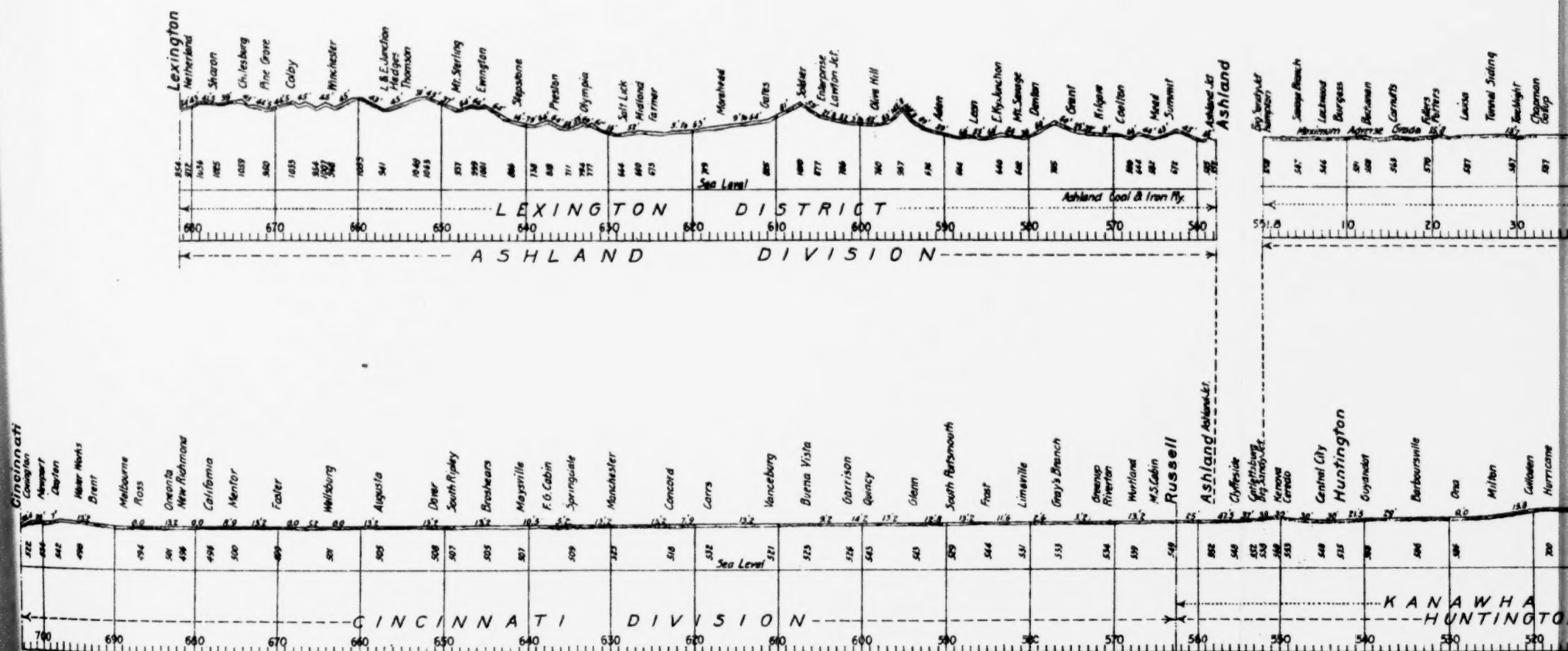
1380

TRACK SITUATION  
KILSYTH JUNCTION  
Office of Valuation Engineer  
June 25, 1921 Richmond, Va.  
MS56-N

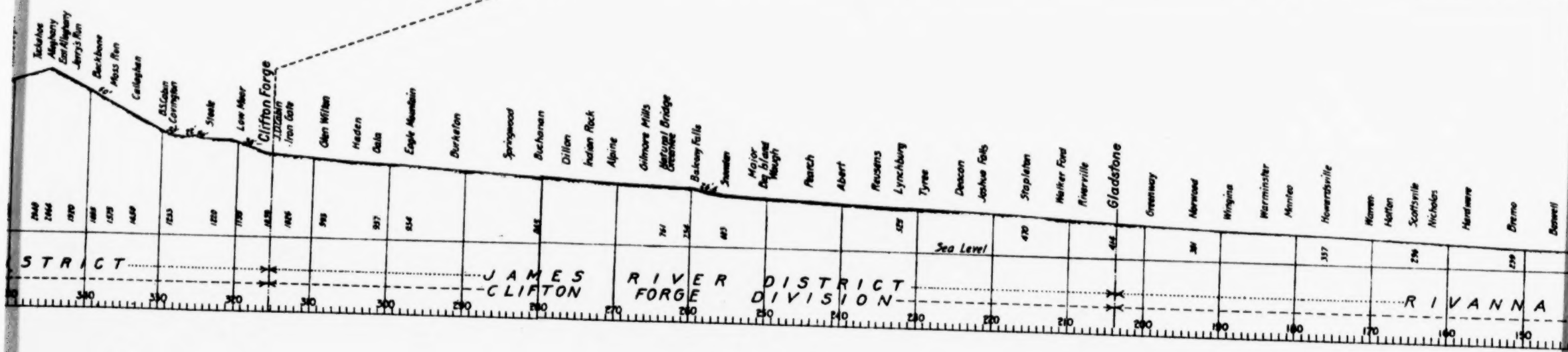
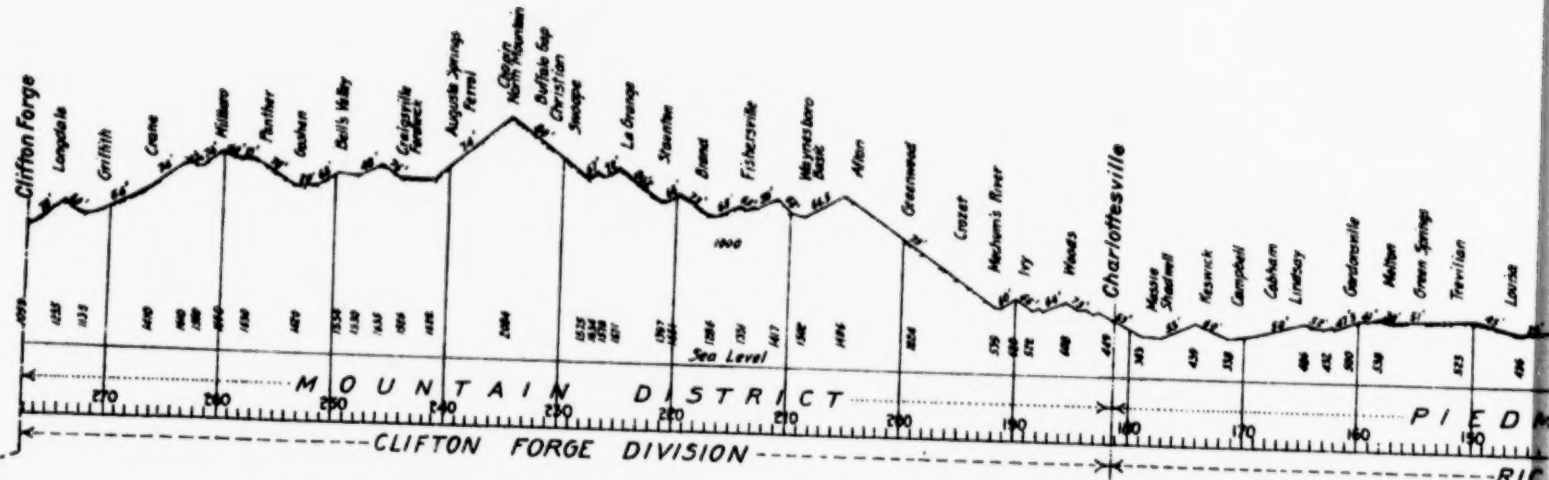
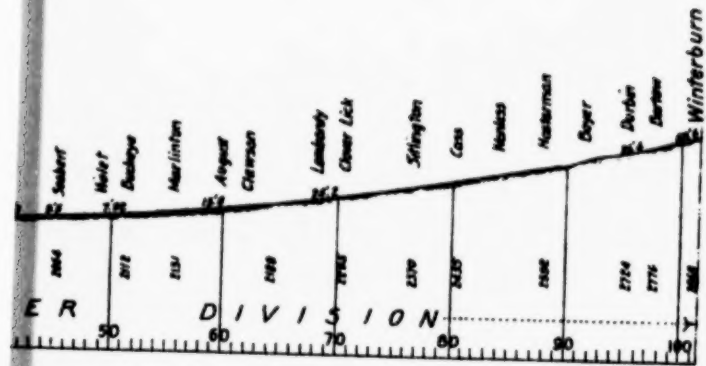
# CHESAPEAKE & OHIO RAILWAY

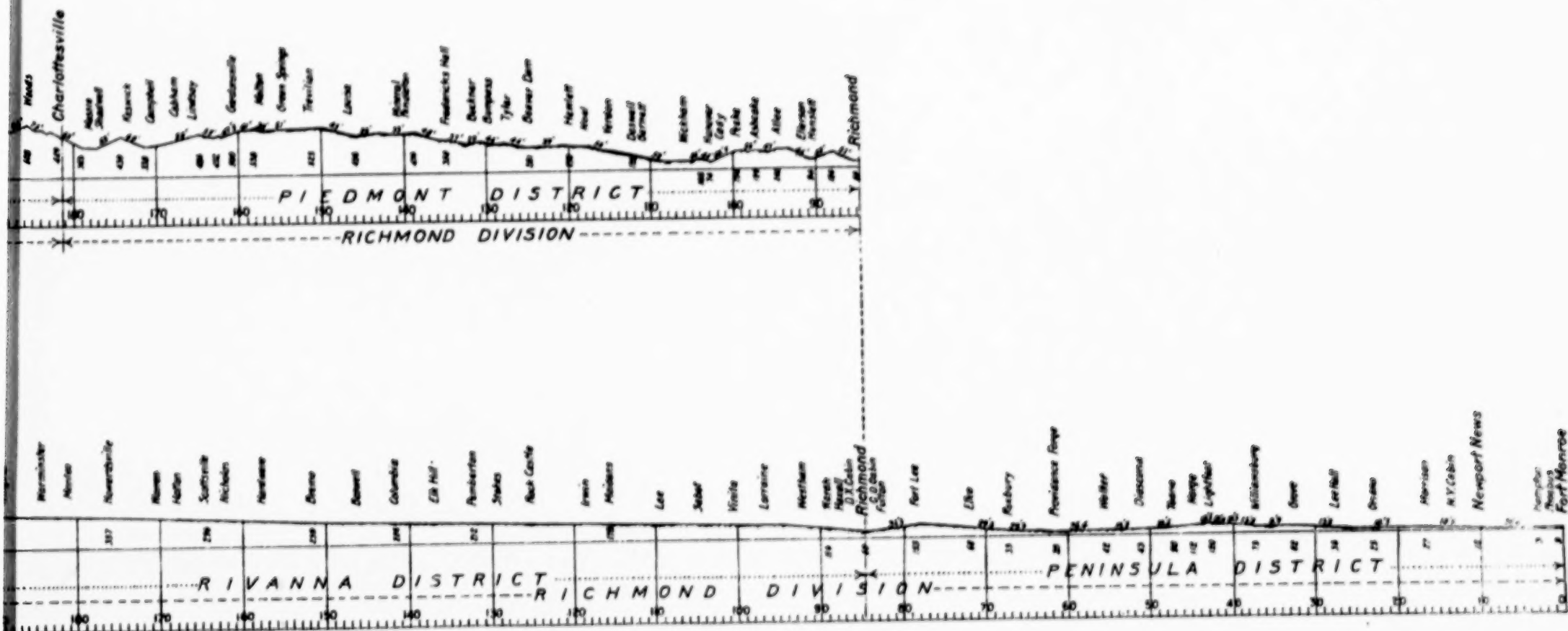
## CONDENSED PROFILE

1908











[fol. 1382] YARBROUGH—EXHIBIT No. 46

BEFORE THE INTERSTATE COMMERCE COMMISSION

I. C. C. Docket No. 13832

Per Cent of Car Supply, Chesapeake & Ohio Railway, by  
Districts

1920

	New River	Kanawha	Coal River	Logan	Kentucky	C. & O. field
Jan.	58.98	60.04	58.24	58.23	53.02	58.2
Feb.	46.49	54.57	55.76	56.60	47.33	52.9
Mar.	55.28	55.69	60.42	54.53	55.49	55.7
Apr.	46.28	43.04	42.95	42.49	40.87	43.8
May	37.26	36.96	40.10	40.89	42.04	39.2
June	38.45	41.59	46.03	46.87	36.55	42.5
July	55.21	47.57	48.26	47.35	41.28	48.4
Aug.	63.55	54.57	57.69	54.47	50.34	56.2
Sept.	50.57	60.46	51.77	61.82	59.34	57.8
Oct.	54.01	53.80	56.00	57.09	51.04	55.3
Nov.	54.34	53.81	49.82	47.40	53.04	51.1
Dec.	46.03	50.05	51.06	52.09	76.04	53.0
Average	54.4	50.8	51.5	51.8	50.1	51.1

## [fol. 1383] C. &amp; O. OPERATORS' EXHIBIT 47

Relative Car Supply of Local Mines on Virginian and  
Chesapeake & Ohio for Period March 1, 1920, to January  
1, 1921

	Aggregate daily rating (50-ton cars)		Aggregate cars received (50-ton basis)	
	C. & O.	Virginian	C. & O.	Virginian
March .....	440 1	424 2	5,720 2	7,060 7
April .....	455 6	438 3	4,300 2	6,921 9
May .....	468 5	438 5	3,801 4	4,979 9
June .....	490 4	477 3	3,582 1	6,517 6
July .....	575 3	412 1	6,180 8	7,606 8
August .....	530 5	464 1	7,127 0	7,025 1
September .....	487 6	451 8	4,869 9	6,748 4
October .....	530 6	443 2	5,663 9	7,107 9
November .....	540 8	447 5	5,607 9	6,790 2
December .....	543 7	465 3	5,008 2	5,212 8
Totals ..	5,063 1	4,462 3	51,861 6	65,971 3
Monthly average	506 3	446 2	5,186 1	6,597 1

Average equivalent full-day runs per month:

Chesapeake & Ohio Mines .....	10 2
Virginian Mines .....	14 9

[fol. 1384]

## EXHIBIT No. 48

	Cars	Days	Average days per car
September, 1921:			
Michigan territory.....	40	886	22.15
Ohio—Indiana territory.....	45	645	14.33
Chgo.—Ill. & Beyond territory....	42	1,512	36.95
Total .....	127	3,043	23.96
October, 1921:			
Michigan territory.....	42	902	21.47
Ohio—Inc. “ .....	42	883	21.02
Chgo.—Ill. & Beyond territory....	43	1,511	35.14
Total .....	127	3,296	25.95
September and October, 1921:			
Michigan territory, Sept.....	40	886	22.15
Oct.....	42	902	21.47
Total .....	82	1,788	21.81
Ohio Ind. territory, Sept.....	45	645	14.33
Oct.....	42	883	21.02
Total .....	87	1,528	17.56
Chgo.—Ill & Beyond trty., Sept....	42	1,512	36.95
Oct.....	43	1,511	35.14
Total .....	*85	3,023	35.56
All territory—Sept. and Oct., 1921.	254	6,339	24.95
Joliet & Gary, Sept. 1921.....	52	861	16.56
Oct. “ .....	52	751	14.25
Total .....	104	1,612	15.60

\*Includes 43 cars for points beyond Chicago which were away from N. & W. an average of 36.95 days per car.

Includes 3 cars for Minneapolis, Minn., which were away from N. & W. an average of 38.33 days per car.

Includes 3 cars for St. Louis, Mo., which were away from home an average of 42 days per car.

[fol. 1385]

## EXHIBIT No. 49

Average Time N. & W. Open-top Cars Away from Home  
Going to Destinations in Ohio, Ind., Ill., Mich., and Chgo.  
Territory Last Six (6) Months Year 1920

	Cars	Days	Average
July, 1920.....	21	1,338	63.71 days
Aug., ".....	22	1,448	65.82 "
Sept., ".....	21	1,517	72.24 "
Oct. ".....	21	1,074	51.14 "
Nov. ".....	21	868	41.33 "
Dec. ".....	22	463	22.05 "
Total .....	128	6,708	52.41

[fol. 1386]

## EXHIBIT No. 50

Average Time N. & W. Open-top Cars Away from Home  
Going to Destinations in Ohio, Ind., Ill., Michigan, and  
Chicago Territory First Six (6) Months 1922

	Cars	days	Average
Jan., 1922.....	22	377	17.14 days
Feby., ".....	22	331	15.05 "
March, ".....	22	403	18.31 "
April, ".....	22	344	15.64 "
May, ".....	23	287	12.48 "
June, ".....	21	426	20.29 "
Total .....	132	2,168	16.42 "

(Here follows Exhibit 51, side folio page 1387)

[fol. 1388]

## EXHIBIT No. 52

Extract from Testimony of Mr. D. E. Spangler, General  
Superintendent Transportation Norfolk & Western Rail-  
way Company, in I. C. C. Docket No. 6324

Transportation Features Norton to Lamberts Point  
(Tidewater)

Coal from Norton and vicinity (on N. & W. Ry.) origi-  
nates in what is known as the Clinch Valley District, a

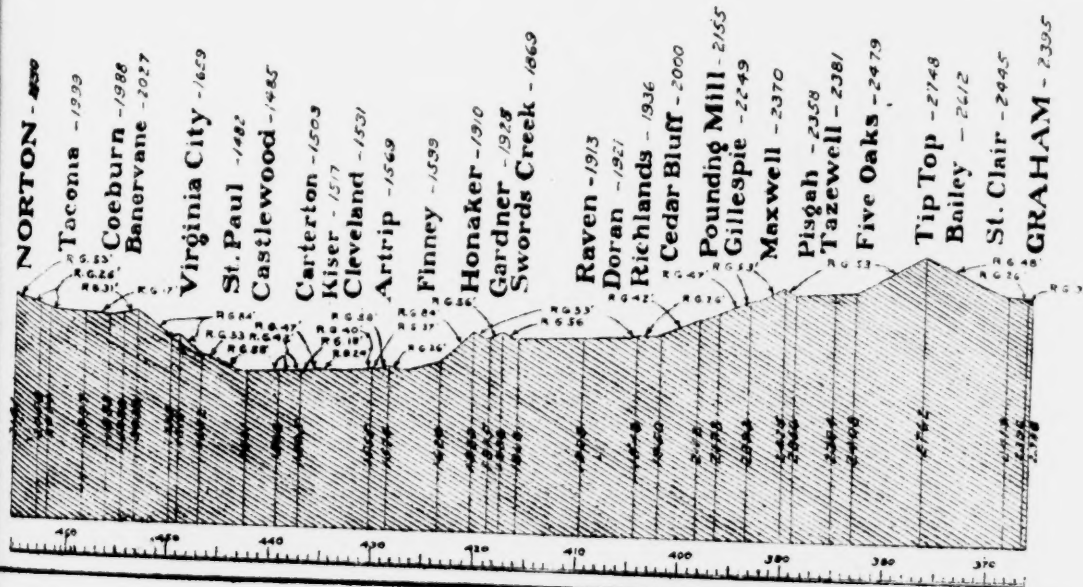
# EXHIBIT 51

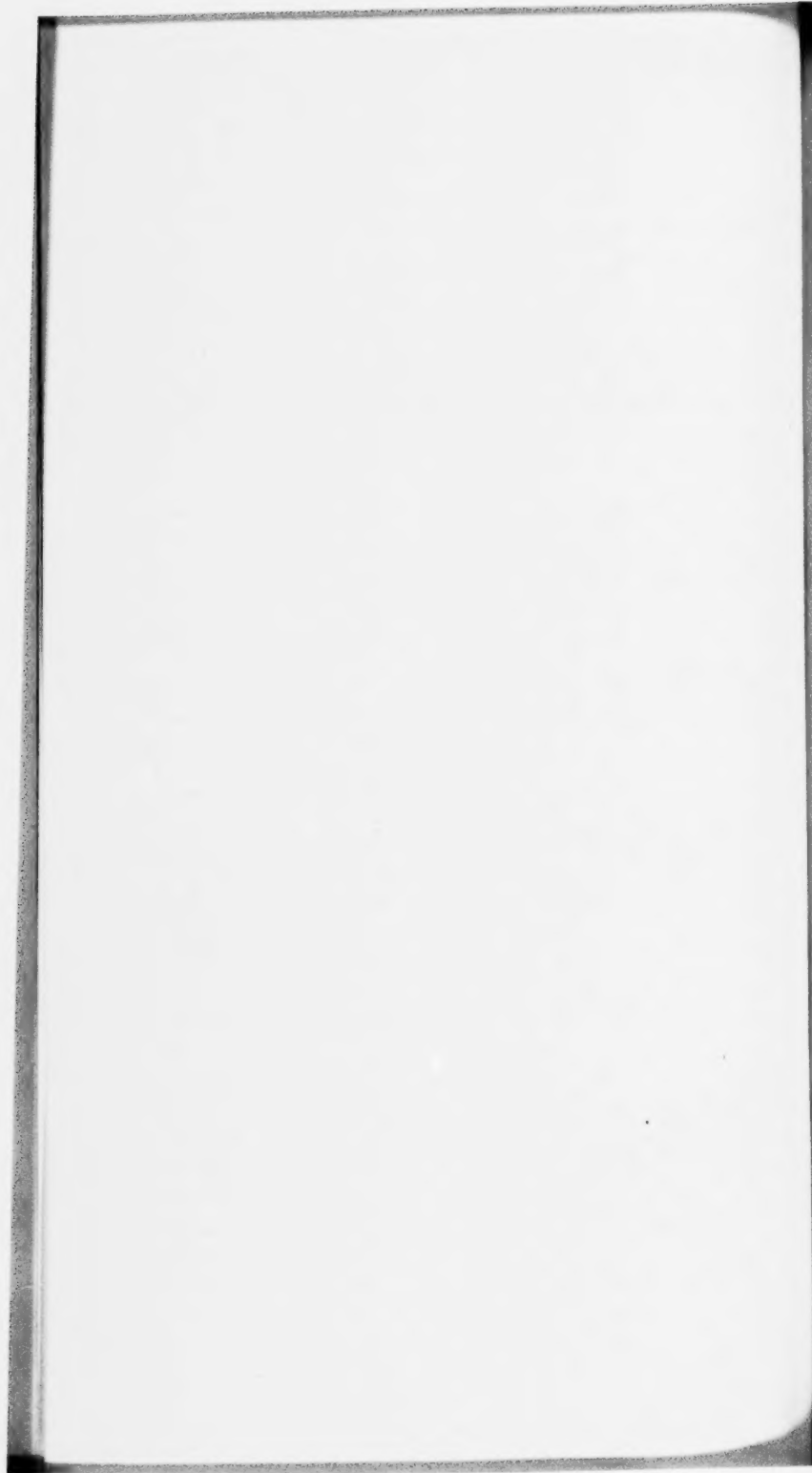
1387

## Profile of the NORFOLK & WESTERN RY. GRAHAM VA. to NORTON VA. Showing Ruling Grades.

Scales { Hor. 1" = 10 miles  
Ver. 1" = 1000 ft  
Office of Chief Engineer Roanoke Va July 1910.  
Elevations are Base of Rail

5660-E





division that presents some of the most difficult transportation problems for profitable operation, i. e.:

Trains operated between Norton and Bluefield, a distance of 104 miles.

Grades are heavy and numerous, the maximum being 1.6%.

Excessive curvature prevails the entire distance, the maximum being 16 degrees; average of 161 degrees and 3 minutes per mile of track; this is made more apparent by comparison with:

Bluefield to Roanoke	Roanoke to Norfolk
Maximum curvature 11 Deg. 30 Mins.	6 Deg. 0 Mins.
Av. Curv. per mile 96 Deg. 53 Mins.	25 Deg. 42 Mins.

Which shows: Maximum curvature on Clinch Valley one and half times that of the Radford Division, Bluefield to Roanoke, and more than two and one half times the Norfolk Division, Roanoke to Norfolk; and—

Average curvature per mile on Clinch Valley 1.6 times the Radford District between Bluefield and Roanoke over which all coal to Tidewater and the east must pass, and more than 6 times that on the Norfolk District east from Roanoke.

Ascending grades on Clinch Valley number 27, with total ascent of 1,898 feet.

To illustrate more clearly the difficulties of the grades and excessive curvature (which combined render large trains impossible) will state that the same unit of power will move:

Bluefield to Roanoke .....	3 3
Roanoke to Summit of Blue Ridge .....	1 2
Summit of Blue Ridge to Phœbe .....	3 6
Phœbe to Crewe .....	5 1
Crewe to Norfolk .....	4 3
[fol. 1389] Bluefield to Williamson .....	4 8
Williamson to Portsmouth, O. ....	3 8
And Portsmouth to Columbus .....	3 6

times the tonnage that can be moved on the Clinch Valley.

Comparing the line Bluefield to Columbus (more than three times the length of the Clinch Valley) it may be

stated: The maximum curvature equals only 75%, Average grade equals only 6%, Av. Curv. per mile equals only 52% that of Clinch Valley.

There are only 51 ascents, totaling but 824 feet Bluefield to Columbus, compared with 27 ascents totaling 1,898 feet Norton to Bluefield.

Average total cost per ton per mile of operation Clinch Valley District (last fiscal year) was:

- 1 5 times the whole road.
- 1 3 times the Pocahontas Dist. (including branches).
- 2 0 times the Kenova District.
- 1 9 times the Sciota District.
- 1 6 times the Radford District (Bluefield to Roanoke).
- 2 0 times the Norfolk District.

Leaving Bluefield towards Norfolk there is a long downward grade of about 23 miles to Glen Lyn, Va. The descent is 85 feet to the mile. Cautious train operation is essential to safety. Against this grade the empties must move returning west, making both eastbound and westbound movement slow and costly.

From Glen Lyn to Walton, the junction of the Bristol-Norfolk line there is a general upgrade, maximum 21 feet to the mile along New River. Leaving Walton trains ascend the grades of the Allegheny Mountain at 53 feet to the mile.

From Christianburg, at the summit of the Alleghenies trains must be brought down the eastern slope for a distance of about 12 miles over a descending grade of 70 feet to the mile; a tortuous route with many sharp curves requiring the greatest precaution and slow speed. The grade generally is downward to Roanoke. From Bluefield to Roanoke eastbound there are 35 ascending grades with a total ascent of 620 feet; the greater rise is confined to the 7 miles from Walton to the summit of the Allegheny Mountain where pusher service is required; the average curvature per mile is 96 degrees and 53 minutes Bluefield to Roanoke.

Leaving Roanoke the Blue Ridge Mountains are encountered, the summit is reached just east of Blue Ridge station, [fol. 1390] a rise of about 400 feet in 10 miles; the maximum grade is 1.15 per cent.

From the summit of the Blue Ridge Mountains to Norfolk the grade is generally downward, except between

Blue Ridge and Phœbe there is a ruling grade of 48 feet per mile. Pushers and helping engines are used between Roanoke and Phœbe. The total grade ascents from Roanoke east to Norfolk are 83; total ascent in feet 1796; the maximum curvature per mile is 6 degrees; the average curvature per mile 25 degrees and 42 minutes.

[fol. 1391]

EXHIBIT No. 53

INTERSTATE COMMERCE COMMISSION

Docket No 13832

Witness Huntington. Date Nov. 16, 1922

Defendants —. Steno. Chany.

[fol. 1392] Twelfth Annual Report of The Virginian Railway Company

For the Year Ended December 31, 1921

[fol. 1393] The Virginian Railway Company

Directors and Officers at December 31, 1921

Board of Directors

William E. Benjamin	New York.
William R. Coe	New York.
Charles H. Hix	Norfolk, Va.
Clarence W. Huntington	New York.
Godfrey M. Hyams	New York.
Edward W. Knight	Charleston, W. V.
Adrian H. Larkin	New York.
Edwin S. Marston	New York.
Noel McVickar	New York.
Henry H. Rogers	New York.
William H. Truesdale	New York.

## Executive Committee

William R. Coe,	Godfrey M. Hyams,
Charles H. Hix,	Adrian H. Larkin,
Clarence W. Huntington,	Edwin S. Marston.

## Officers

Clarence W. Huntington,	
President .....	New York.
Adrian H. Larkin,	
Vice President .....	New York.
Charles H. Hix,	
Vice President .....	Norfolk, Va.
George H. Church,	
Treasurer .....	New York.
James Clarke,	
Secretary .....	New York.
Ivins A. Browne,	
Assistant Treasurer .....	New York.
Hugh Clement,	
Assistant Treasurer)	
Assistant Secretary)	Norfolk, Va.
Henning Fernstrom,	
Chief Engineer.....	Norfolk, Va.
Edward W. Knight,	
General Counsel.....	Charleston, W. Va.
Samuel M. Adsit,	
Traffic Manager.....	Norfolk, Va.
William C. Everett,	
Auditor .....	Norfolk, Va.
Tom Moore,	
Purchasing Agent.....	Norfolk, Va.
General Offices .....	Norfolk, Va.
New York Offices	
President and Secretary .....	60 Wall Street.
Treasurer and Assistant Treasurer.....	55 Wall Street.
Registrar of Stock .....	Central Union Trust
	Company of New York.

Transfers of stock are made at the Company's office, 60 Wall Street, New York.

Annual Meeting of Stockholders, Saturday after fourth Tuesday in April, at Norfolk, Va.

[fol. 1394] To the Stockholders of the Virginian Railway Company:

Your Board of Directors submits herewith a report of the affairs of your Company for the year ended December 31, 1921.

An agreement was entered into on September 9, 1921, with the Director General of Railroads, United States Railroad Administration, covering the compensation to be paid for the use of your Company's property during the period of Federal control, which, under the provisions of the Transportation Act, 1920, terminated at midnight, February 29, 1920, and including also final settlement of accounts between your Company and the Railroad Administration in respect to charges for additions, improvements and equipment, as well as claims for under-maintenance, etc. The sum of \$2,308,094.84 in excess of the amount originally certified by the Interstate Commerce Commission as just minimum compensation on the basis of the standard return is included in this settlement. At the direction of the Interstate Commerce Commission, this additional compensation has been credited to Income Account in the year 1921.

Under this agreement, your Company received a net amount of \$2,100,000 in full adjustment and satisfaction of all claims and accounts between the two parties except the amount due to your Company from the United States Government in respect to guaranteed income for the six months ended August 31, 1920, under Section 209 of the Transportation Act, 1920, the provisions of which, as stated in the 1920 report, were duly accepted by your Company. As a further consideration in this settlement, it was agreed that charges included therein for additions and betterments made during Federal control would be funded to the amount of \$2,000,000 upon a note of your Company, with collateral security, and it was further understood that, if in the future the United States Railroad Administration has the power and an arrangement is made for general funding of addi-

tions and betterments, consideration will be given by the Administration to the funding of \$2,000,000 additional. This funding privilege has not as yet been availed of, but the matter is in progress at this time.

A claim on behalf of your Company against the United States Government for guaranteed railway operating income for the six months ended August 31, 1920, as provided under Section 209 of the Transportation Act, 1920, has been prepared and filed.

Section 15a of the Interstate Commerce Act requires that if, under the provisions of that Section, any carrier receives for any year a net railway operating income in excess of 6 per centum of the value of the railway property held for and used by it in the service of transportation, one-half of such excess shall be placed in a reserve fund established and maintained by such carrier, and the remaining one-half thereof shall, within the first four months following the close of the period for which such computation is made, be recoverable by and paid to the Commission for the purpose of establishing and maintaining a general railroad contingent fund. Under this provisions, the Interstate Commerce Commission issued an order dated January 16, 1922, that returns of income be made for the period from September 1 to December 31, 1920, by carriers which accepted the provisions of Section 209 of the Transportation Act, 1920. Such return was duly made by your Company. The Commission has since issued an order dated March 16, 1922, requiring a return for the year 1921, which has also been filed. Neither shows any amount due the Commission.

The valuation of your property by the Interstate Commerce Commission as of June 30, 1916, has continued to engage the attention of the accounting engineering and law departments of your Company. While sundry tentative reports and findings have been submitted on behalf of the Interstate Commerce Commission, and objections to portions thereof, supported by additional information, have been filed on behalf of your Company, no complete tentative report of the Commission's valuation has yet been served.

In January, 1922, the corporate name of your Company's subsidiary, the Virginian-Wyoming Railway Company, was changed to Virginian & Western Railway Company, and changes were made in its termini and route. The lease

of May 17, 1920, under which no operations had taken place, has been cancelled, and a revised lease for the term of 999 years from the Virginian & Western Railway Company to your Company is now before the Interstate Commerce Commission for approval and authorization. 14.45 miles of the Virginian & Western (Virginian-Wyoming) railway under construction, as heretofore reported, were completed and ready for operation in April, 1922. Pending approval and authorization of the lease mentioned, your Company will operate over said 14.45 miles under trackage agreement.

During the year, \$15,000 of the Virginian Limestone Corporation First Mortgage 5% Bonds were redeemed through operation of the sinking fund, leaving \$250,000 Bonds on hand at December 31, 1921.

The remaining equipment purchased under your Company's Equipment Trust, Series "C," referred to in the 1920 Report, was received and placed in operation during the year.

[fol. 1396] Mileage of lines owned was increased during the year 2.52 miles by construction of Upper Piney Creek Branch, which is an extension of Winding Gulf Branch.

Work on the double tracking of Clarks Gap Hill, which was unfinished in 1920, has been completed. There are now 16.16 miles of double track in operation between Mullens and Clarks Gap.

Annexed hereto is a detailed statement of mileage in operation at December 31, 1921.

At the close of the year, there were 107 coal mines (not including wagon mines) in operation on the main line, branches and connecting lines of your Company in Virginia and West Virginia, of which four began shipping during the year, and two additional mines were under way: 56 of the mines are served jointly by your railway and the Chesapeake & Ohio Railway, and one is served jointly by your railway and the Norfolk & Western Railway.

The following new industries were located on your line:

Manufacturers of Forest Products .....	8
Manufacturers of Fruit and Vegetable Baskets .....	1
Canning Factories .....	1
	—
Total .....	10

## Engine House and Shop Facilities

The following increases in facilities at Elmore, W. Va., are completed and in use:

(a) 5-stall brick extension to Engine House and Machine Shop, 100' x 150'; rasing roof of present House, installing 10 ton crane, electric lights, heating and additional shop tools.

(b) Brick Storehouse, 60' x 63', with concrete platform.

(c) Fireproof Oil House, 22' x 45', with concrete platform.

(d) Blacksmith Shop, 38' x 40', wood frame covered with corrugated galvanized iron.

It was found economical to purchase rather than produce the electric current used for the power at Princeton Shops, necessitating the installation of transmission line, transformers and auxiliary apparatus for transforming and converting electric power, which is purchased from the Appalachian Power Company.

At Roanoke and Princeton, additional shop machinery has been installed.

[fol. 1397]

## Buildings

Office building for Shops at Princeton, W. Va., which was partially destroyed by fire in 1921, has been rebuilt.

Combination Freight and Passenger Station, 10' x 24', was built at Perrow, Va.

Section Foreman's house was built at Whitethorne, Va.

Two bunkhouses were built at Elmore, W. Va.

Locker room and Foreman's office, 18' x 40', were built at Sewalls Point, Va.

## Tunnels

Two double track tunnels on Clarks Gap Hill are being lined with concrete, viz.:

Clarks Gap.....	Length 1,236 feet
Micajah .....	“ 1,273 feet

Three tunnels between Mullens and Page were enlarged to permit running of Class AD Mallet Locomotives.

## Passing Tracks

Grading has been completed and part of track laid for 1,730 ft. extension of Mullens passing track.

Bowyer passing track has been extended 3,772 feet. Grading for this track was completed in 1918.

4.98 miles of new track were laid in sidings, spur tracks and yards.

## Bridges

Authority has been granted for replacing five timber bridges, aggregating 408 lineal feet, with permanent structures. At the close of the year, three of the bridges were under way.

An overhead timber highway bridge at Victoria was replaced with a steel structure.

## Water and Coaling Stations

Water columns were installed at Fagg, Princeton and Amigo.

Well was drilled at Taber for Section Foreman's house.

A well at Norcross is being drilled.

An additional 50,000 gallon water tank was erected at Roanoke.

At Clarks Gap, the pump house was extended 15 feet, air compressor installed and 25 H. P. boiler replaced with 50 H. P. boiler.

## Fencing

5.79 lineal track miles of fencing were constructed.

[fol. 1398]

## Ballasting

97,348 cubic yards of crushed rock ballast were put in existing tracks.

## Rail Renewals

65.35 miles of main track, formerly laid with 85 pound rail, were relaid with 100 pound A. R. A. Standard Type "B" rail, making a total of 234.15 miles now laid with rail of that weight.

A total of 4.97 miles of main track is now laid with 130 pound Pennsylvania section rail.

### Miscellaneous

Installation of 120 ft. turntable at Victoria, replacing 80 ft. turntable was completed.

Work has been continued on ditching and tiling cuts on the Norfolk Division.

At Sewalls Point, a power line was constructed from the sub-station to provide cheaper power at the roundhouse and for lighting yard.

Fender system at Sewalls Point coal pier was renewed and widened.

At the end of the year, equipment of various classes undergoing repairs was represented by the following percentages:

Locomotives .....	11.72	per cent
Passenger Cars .....	3.23	" "
Freight Cars .....	10.72	" "

Herewith are submitted a General Balance Sheet at December 31, 1921, a General Income Account for the year to that date, together with the comparative figures of the previous year, and a Profit and Loss Account, to which is applied the Certificate of Messrs. Deloitte, Plender, Griffiths & Company, independent auditors, appointed to audit the books and accounts of your Company. Following these are detailed accounting and statistical statements relating to the business of the year and the condition of your Company's affairs at December 31, 1921. In comparing the results of the years 1920 and 1921, it may be noted that in the months of January and February, 1920, the property was still in the hands of the United States Government.

Your Directors take pleasure in recording their appreciation of the loyal and efficient service rendered by officers and employees.

By order of the Board.

Clarence W. Huntington, President.

New York, May 1, 1922.

## [fol. 1399] Statement of Mileage in Operation December 31, 1921

	Dec. 31, 1921	Dec. 31, 1920	Increase
Lines Owned:			
Sewalls Point, Va., to Deepwater, W. Va. (25.87 miles of double track not included) .....	440.69	440.69	.....
Connection near Tidewater Junction, Va. ....	0.17	0.17	.....
Shockley Branch:			
Glen White Junction, W. Va., to connection with track of E. E. White Coal Company .....	1.62	1.62	.....
West Wye at Glen White Junction, W. Va. ....	0.33	0.33	.....
Winding Gulf Branch:			
Mullens, W. Va., to Leckie Operation No. 3 .....	33.48	30.96	2.52
East Wye at Mullens, W. Va. ....	0.34	0.34	.....
Upper Winding Gulf Branch:			
Loop Junction, W. Va., to Winding Gulf, W. Va. ....	2.17	2.17	.....
Allen Creek Branch:			
Allen, W. Va., to Wyco, W. Va. ....	1.12	1.12	.....
Stone Coal Branch:			
Amigo, W. Va., to Princewick, W. Va. ....	9.05	9.05	.....
Devil's Fork Branch:			
Junction with Stone Coal Branch to Amigo Mine, W. Va. ....	1.09	1.09	.....
Lampkins Branch:			
Junction with Winding Gulf Branch at Fireco, W. Va., to Douglas Coal Co. Mine .....	1.26	1.26	.....
Guyandot River Branch:			
Junction with Main Line at Elmore, W. Va., to Pocahontas Coal Co.'s Mine...	1.26	1.26	.....
Beards Fork Branch:			
Beards Fork, W. Va., to Coal Mines. ....	2.49	2.49	.....
White Oak Railway Branch:			
Oakwood and Carlisle, W. Va., to Lochgelly, W. Va. ....	6.86		
Duncan's Crossing, W. Va., to Oak Oak Hill Jet., W. Va. ....	1.24	8.10	8.10
	503.17	500.65	2.52
Lines Leased:			
The Virginian Terminal Railway Company:			
Center of Boush Creek, Va., to end of Coal Pier (0.12 miles double track not included) .....	1.75	1.75	.....
	1.75	1.75	.....

	Dec. 31, 1921	Dec. 31, 1920	Increase
Tracks of Other Companies Used Jointly under Trackage Rights:			
Norfolk Southern Railroad:			
Norfolk, Va., to connection near Tidewater Junction, Va. (1.38 miles double track not included).....	1.74	1.74	.....
E. E. White Coal Company:			
End of Schockley Branch to Glen White, W. Va. ....	1.46	1.46	.....
Norfolk Terminal Railway Company:			
Norfolk, Va. (0.35 miles double track not included) .....	0.36	0.36	.....
The Chesapeake & Ohio Railway Company:			
Pemberton, W. Va., to Westwood, W. Va. ....	8.63	8.63	.....
Price Hill Jct., W. Va., to Price Hill, W. Va.....	2.29	2.29	.....
Piney River and Paint Creek Railroad:			
Beckley Jct., W. Va., to Prosperity, W. Va. ....	6.69	6.69	.....
	<u>21.17</u>	<u>21.17</u>	.....
Total Mileage Operated.....	526.09	523.57	2.52
First Track, operated.....	504.92	502.40	2.52
First Track, used jointly.....	21.17	21.17	.....
Second Track, operated.....	25.99	23.27	2.72
Second Track, used jointly.....	1.73	1.73	.....
Sidings and Yards.....	270.45	265.47	4.98
Total All Tracks.....	<u>824.26</u>	<u>814.04</u>	<u>10.22</u>
Mileage Operated by States:			
Virginia .....	333.50	333.50	.....
West Virginia .....	192.59	190.07	2.52
	<u>526.09</u>	<u>523.57</u>	<u>2.52</u>

The Virginian Railway Company  
Balance Sheet—December 31, 1921

## Assets

## Investments:

## Investment in Road and Equipment:

## Cost of Road:

Amount December 31, 1920.....	\$83,003,587.95
Expended during the year (Net).....	2,057,987.88

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\$85,061,575.83

Less: Depreciation Reserve—Set aside  
during the year.....

506,749.51

\$84,554,826.32

## Equipment:

Amount December 31, 1920.....	\$21,221,588.07
Expended during the year (Net).....	2,502,784.43

---

\$23,724,372.50

Less: Depreciation Reserve—

Amount December 31, 1920	\$2,329,243.52
Set aside during the year..	337,231.63

21,057,897.35

\$105,612,723.67

## Deposit in lieu of Mortgaged Property Sold:

The Farmers' Loan & Trust Company.....

26,000.00

## Assets—Continued

Miscellaneous Physical Property:	
Leased rail and other materials .....	6,110.10
Investments in Affiliated Companies:	
Securities Pledged:	
The Virginian Terminal Railway Company:	
4,990 Shares Capital Stock of a par value of \$100 each .....	499,000.00
3,000 First Mortgage Bonds of a par value of \$1,000 each .....	3,000,000.00
Norfolk Terminal Railway Company:	
250 Shares Capital stock of a par value of \$100 each .....	25,000.00
Securities Unpledged:	
Loup Creek Colliery Company:	
8,000 Shares Capital Stock of a par value of \$100 each .....	3,524,000.00
8,000 Shares Capital Stock of a par value of \$100 each .....	1,288,000.00

Norfolk Terminal Railway Company:	
3 Shares Capital Stock of a par value of \$100 each.....	300.00
Hinton, New River & Western Railway Company:	
100 Shares Capital Stock of a par value of \$50 each.....	5,000.00
Norfolk & Portsmouth Belt Line R. R. Co.:	
72 Shares Capital Stock of a par value of \$100 each.....	12,908.51
Marsh Fork Railway Company:	
50 Shares Capital Stock of a par value of \$100 each, 10% subscribed.....	500.00
Virginian-Wyoming Railway Company:	
500 Shares Capital Stock of a par value of \$100 each.....	50,000.00
Forward .....	1,356,708.51
	<u>\$4,912,818.61</u>
	<u>\$105,612,723.67</u>

Assets—Continued		
[fol. 1401] Forward .....		\$4,912,818.61
Investments: (Cont'd)		\$105,612,723.67
Advances:		
The Virginian Terminal Railway Company:		
For Betterments and Construction .....	915,158.13	
Virginian-Wyoming Railway Company:		
For Construction .....	1,588,575.04	
Marsh Fork Railway Company:		
For Construction .....	19,855.51	2,523,588.68
Other Investments:		
Securities Pledged:		
The Virginian Limestone Corporation:		
Ten Year Five Per Cent Gold Bonds .....	250,000.00	
Securities Unpledged:		
U. S. Government—Liberty Loan Bonds ..	6,500.00	
Loans and Bills Receivable .....	58,000.00	
Total Investments .....		314,500.00
		<u>7,750,907.29</u>
		<u>\$113,363,630.96</u>

## Current Assets:

## Cash in hands of:

Treasurer .....		
Assistant Treasurer .....	\$1,382,419.12	
Cash in transit from Agents and Conductors ..	508,108.96	
Cash on hand with Secretary for Directors and Executive Committee Fees .....	81,460.86	
	1,680.00	\$1,973,668.94

U. S. Government—Certificates of Indebted- ness .....		1,150,000.00
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## Special Deposit:

Norfolk City Water Company .....		
Traffic and Car Service Balances Receivable ..		5.00
Net Balances Receivable from Agents and Conductors .....		146,918.41
		314,913.04

## Miscellaneous Accounts Receivable:

American Railway Express Company .....	8,278.01	
U. S. Government—Post Office Department ..	5,075.19	
Bills Collectible .....	380,331.40	
Freight Claim Recharge .....	2,117.71	
		395,802.31

## Assets—Continued

Materials and Supplies.....	2,925,520.48	
Interest and Dividends Receivable.....	40,359.44	
Other Current Assets.....	76,266.24	
Total Current Assets.....		7,023,453.86
[fol. 1402] Deferred Assets:		
Working Fund Advances.....	1,912.10	
U. S. Government—Federal Liabilities Paid— February 29, 1920.....	350.84	
Interest on Advances—Virginian-Wyoming Railway Company.....	53,767.76	
Total Deferred Assets.....		56,030.70

## Unadjusted Debits:

Insurance Premium paid in advance.....	5,388.85
Discount on Funded Debt—First Mortgage Bonds.....	475,741.40
Expenses in connection with First Mortgage Bonds.....	5,523.80
Discount on Funded Debt—Equipment Cer- tificates Series 114.....	275,513.34

Expenses in connection with Equipment Cer-  
 tificates Series "C"  
 Expenses in connection with Equipment Trust  
 No. 76.

10,374.75

377.75

772,919.19

Freight Claims paid in suspense

6,604.88

Miscellaneous

203,320.49

Securities Issued or Assumed:

Pledged

3,000,000.00

Total Unadjusted Debits

982,844.56

[fol. 1403]

Capital Stock:

Common:

Authorized:

400,000 shares of a par value of \$100 each., \$40,000,000.00

Issued and Outstanding:

312,715 Shares

\$31,271,500.00

Liabilities

\$121,425,960.08

## Liabilities—Continued

## Preferred 5% Cumulative:

## Authorized:

350,000 Shares of a par value of \$100 each. \$35,000,000.00

## Issued and Outstanding:

279,550 Shares..... 27,955,000.00

## Total Capital Stock.....

\$59,226,500.00

## Long Term Debt:

## Funded Debt Unmatured:

First Mortgage 5% Fifty Year Gold Bonds,  
due 1962:

Authorized ..... \$75,000,000.00

Issued ..... 35,844,000.00

Held by or for the Company as per contra. 3,000,000.00

Actually outstanding.....

Equipment Trust No. 76, due 1921/35.....

Equipment Trust Series "C", due 1921/30.....

Loans from U. S. Government (Under

32,844,000.00

1,521,800.00

4,420,000.00

Transportation Act, 1920):

Due 1925.....	1,000,000.00
Due 1926.....	1,000,000.00

2,000,000.00

Total Long Term Debt.....

40,785,800.00

Current Liabilities:

Traffic and Car Service Balances Payable.....	118,131.82
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Audited Accounts and Wages Payable:

Audited Vouchers.....	1,171,962.49
Audited Pay Roll.....	454,839.96

1,626,802.45

Miscellaneous Accounts Payable:

Agents' Drafts for Advances.....	5,606.26
Conductors' Excess Fares.....	51.80

5,658.06

Unmatured Interest Accrued:

Equipment Trust Certificates Series "C"...	66,300.00
First Mortgage Bonds.....	273,700.00
Equipment Trust No. 76.....	41,849.50
Loans and Bills Payable.....	45,000.00

426,849.50

## Liabilities—Continued

## [fol. 1404] Unmatured Rents Accrued:

Rental—The Virginian Terminal Railway Company .....	5,833.34
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## The Virginian Terminal Railway Company:

First Mortgage 5% Fifty Year Gold Bonds Guaranteed.....	25,000.00	30,833.34
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## Other Current Liabilities:

Prepay in Transit.....	15,884.12
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Total Current Liabilities.....	2,224,159.29
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## Deferred Liabilities:

Contractors' Reserves.....	9,381.41
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## U. S. Government:

Federal Assets Collected.....	771.11	
Agents' and Conductors' Balances—February 29, 1920.....	24,428.08	25,199.19

Total Deferred Liabilities.....	34,580.60
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# Unadjusted Credits:

Tax Liabilities.....		\$434,365.59
Operating Reserves.....		143,182.62

## Other Unadjusted Credits:

Liberty Loan Bond Subscriptions.....	\$1,007.50
U. S. Government War Tax.....	35,767.83

## The Virginian Terminal Railway Company:

Salvage recovered from Mortgaged Prop- erty retired.....	798.91
Miscellaneous .....	536,676.31
	<hr/>
	574,250.55

1,151,798.76

Total Unadjusted Credits.....

## Corporate Surplus:

Additions to Property through Surplus.....	586,400.89
Profit and Loss:	

Balance as per account after payment of  
\$13.00 per share on account of dividends  
accrued on 279,550 shares Preferred  
Stock from May 1, 1912.....

17,416,720.54

Total Corporate Surplus.....

18,003,121.43

\$121,425,960.08

[fol. 1405]                      The Virginian Railway Company  
Comparative Statement of Income Account

	Dec. 31, 1921 Year ended	Year 1920	
		Federal operation, Jan. and Feb.	Corporate operation, Mar. to Dec.
Operating Revenue:			Total
From Freight	\$15,681,361.00	\$1,836,677.63	\$13,901,140.20
From Passenger, including excess baggage and club car fares	978,765.34	111,155.25	798,530.71
From Mail	69,538.42	50,140.36	46,658.89
From Express	63,076.74	12,278.18	50,281.37
From Miscellaneous	1,231,615.46	158,852.22	1,193,138.47
Gross Revenue	\$18,024,356.96	\$2,169,103.64	\$15,989,749.64
Operating Expenses:			
Maintenance of Way and Structures	\$2,547,898.20	\$264,367.63	\$1,965,229.20
Maintenance of Equipment	3,902,349.03	532,786.60	3,177,424.46
Traffic Expenses	123,080.17	8,433.20	91,734.86
Transportation Expenses	5,540,613.22	994,729.87	5,518,805.88
Miscellaneous Operations	36,574.50	5,805.98	36,797.92
			\$2,229,596.83
			3,710,211.06
			100,168.06
			6,513,535.75
			42,603.90

General Expenses	369,514 66	28,946 08	350,688 12	379,634 20
Transportation for Investment Cr.	114,301 79	11,385 92	55,381 72	66,767 64
Total Operating Expenses	<u>\$12,405,727 99</u>	<u>\$1,823,683 44</u>	<u>\$11,085,298 72</u>	<u>\$12,908,982 16</u>
Net Revenue from Operation	\$5,618,628 97	\$345,420 20	\$4,904,450 92	\$5,249,871 12
Taxes	1,043,174 80	90,000 00	1,026,491 70	1,116,491 70
Uncollectible Railway Revenue	370 52	195 55	15 33	210 88
Income from Operation	<u>4,575,083 65</u>	<u>255,224 65</u>	<u>3,877,943 89</u>	<u>4,133,168 54</u>
Add:				
Rent of tracks, yards, terminals, etc.				
Dividend Income—The Virginian Terminal Railway Company	63,727 39	7,337 08	41,855 51	49,192 59
Dividend Income—Norfolk Terminal Railway Company	300,000 00			
Hire of Equipment	1,265 00			
From Other Sources	118,396 45	7,951 02	615,559 69	623,510 71
	316,202 18	81,956 52	284,209 32	366,165 84
Gross Income	<u>\$5,374,674 67</u>	<u>\$352,469 27</u>	<u>\$4,819,568 41</u>	<u>\$5,172,037 68</u>

## Comparative Statement of Income Account—Continued

	Year ended Dec. 31, 1921	Year 1920		
		Federal opera- tion, Jan. and Feb.	Corporate operation, Mar. to Dec.	Total
Deductions:				
Interest on Funded Debt	\$1,642,200.00		\$1,572,016.67	\$1,572,016.67
Interest on Equipment Trust Notes	363,414.61		94,521.49	94,521.49
Interest on Loan from U. S. Government	114,552.37		13,000.00	13,000.00
Other Interest	6,541.84		54,043.87	54,043.87
Discount on First Mortgage Bonds and Equipment Notes written off during the year	77,219.40		31,344.79	31,344.79
Rent of tracks, yards, termi- nals, etc.	215,438.23	\$4,355.99	209,779.61	214,135.60
Income Tax on Bond Interest due by holders of the bonds, but assumed by the Com- pany	12,773.22		17,330.03	17,330.03
Miscellaneous	4,802.89	55.00	53,435.29	53,490.29
Total Deductions	\$2,436,912.56	\$4,410.99	\$2,045,471.75	\$2,049,882.74

Net Income .....	\$2,937,732.11	\$348,058.28	\$2,774,096.66	\$3,122,154.94
Minimum Compensation based on Standard Return for two months, 1920 .....				
Additional Compensation received from U. S. Govt., for rent of property during Federal Control years 1918, 1919 and two months, January and February, 1920 ..	\$2,308,094.84		\$513,365.01	\$513,365.01
Net Income Carried to Profit and Loss .....	\$5,245,826.95		\$3,287,461.67	
Average Mileage in Operation	526.09	523.57	523.57	523.57
Total Operating Revenue per Mile of Road .....	\$34,260.98	\$4,142.91	\$30,539.85	\$34,682.76
Net Operating Revenue per Mile of Road .....	\$10,679.98	659.74	\$9,367.33	\$10,027.07
Ratio of Operating Expenses to Operating Revenues .....	68.83%	84.08%	69.33%	71.09%

[Vol. 1406]

The Virginian Railway Company  
Profit and Loss Account, Year Ended December 31, 1921

Balance: at Credit December 31, 1920..... \$13,877,031.46

Add:

Additional Rental Received from U. S. Government (Railroad Administration) in final settlement reached on September 9, 1921, applicable to the following years:

1918 .....	\$1,052,396.59
1919 .....	1,052,396.59
Jan. & Feb., 1920.....	203,301.05
	<hr/> \$2,308,094.84*

Dividend on Capital Stock of The Virginian Terminal Railway Company ... 300,000.00  
Net Income for year ended December 31, 1921..... 2,637,732.11

Total Net Income Transferred from General Income Account .....	\$5,245,826.95
Unrefundable Overcharges .....	2,145.98
Donations by Individuals and Companies account of Additions and Betterments.....	246,261.06
Miscellaneous Credits .....	7,063.36
	<hr/> 5,501,297.35

Deduct:

Dividend on 279,550 shares of Preferred Stock:

January 31, 1921, \$3.00 per share.....	\$838,650.00
June 30, 1921, \$3.00 per share.....	838,650.00
	<hr/> 1,677,300.00

Surplus appropriated for Investment in Physical Property .....

Loss on Retired Road and Equipment.....	246,261.06
Cost of Kentucky Surveys Written off.....	7,765.82
	29,717.89
Miscellaneous Debits .....	623.50
	<hr/> 1,961,608.27

Balance: at Credit December 31, 1921..... \$17,416,720.54

\* Note.—The Company desired to credit this amount to Profit and Loss direct but were refused permission by the Interstate Commerce Commission and instructed to credit the amount to Income Account.

[fol. 1407] Deloitte, Plender, Griffiths & Co., Accountants  
and Auditors

49 Wall Street, New York, March 20th, 1922.

To the Directors of The Virginian Railway Company:

We have made an examination of the books and accounts of The Virginian Railway Company for the year ended December 31st, 1921, and subject to the fact that the account with the United States Government for the operation of the Railroad during the guaranty period is still subject to settlement, we certify that the accompanying Balance Sheet, Income Account and Profit & Loss Account correctly set forth the financial position of the Company as at December 31st, 1921, and the result of operations for the year ended that date.

We have examined the charges to Property and Equipment Accounts during the year and in our opinion they are proper charges to Capital Account.

The Securities owned have either been produced to us for inspection or verified by certificates obtained direct from the various banks and trust companies in whose custody they were on December 31st, 1921, and the cash items have been substantiated.

Deloitte, Plender, Griffiths & Co. Public Accountants.

[fol. 1408] Additions to Cost of Road and Equipment During the Year

Main Line:

Engineering .....	\$20,687.21
Land for Transportation Purposes .....	22,821.26
Grading .....	200,881.42
Tunnels and Subways .....	540,122.40
Bridges, Trestles and Culverts .....	104,764.58
Ties .....	44,457.76
Rails .....	185,491.68
Other Track Material .....	61,248.17
Ballast .....	201,509.68
Track Laying and Surfacing .....	167,168.28
Right of Way Fences .....	10,134.75
Crossings and Signs .....	21,172.36
Station and Office Buildings .....	21,158.34

## Main Line—Continued:

Roadway Buildings .....	11,540.07
Water Stations .....	25,921.30
Fuel Stations .....	
Shops and Enginehouses ....	129,201.65
Gas Producing Plants .....	22.13
Telegraph and Telephone Line .....	11,459.80
Signals and Interlockers ....	14,677.80
Power Plant Buildings .....	3,995.58
Power Transmission System ..	40.88
Power Distribution Lines ...	542.97
Power Line Poles and Fix- tures .....	575.94
Miscellaneous Structures ....	1,144.34
Roadway Machines .....	5,544.87
Roadway Small Tools .....	198.88
Assessment for Improve- ments .....	32.56
Shop Machinery and Tools ..	78,262.11
Power Plant Machinery .....	31,068.60
Power Substation Apparatus ..	72.36
Law .....	8,925.49
Interest during Construction ..	23,112.53

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 \$1,944,538.93

## Branches:

Allen Branch .....	\$146.00
Beards Fork Branch .....	751.55
Shockley Branch .....	3,681.24
Guyandot Valley Branch ....	344.65
Lampkin Branch .....	27,639.71
Laurel Fork Branch .....	38,339.58
Piney Creek Branch .....	42,208.31
Kentucky Surveys .....	38,750.03
Stone Coal Branch .....	39,087.94

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 113,448.95

 Total Addition to Main Line and  
Branches ..

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 \$2,057,987.88

## Equipment:

336 109-ton Coal Cars . . . . .	\$2,046,230.69	
10 All Steel Passenger Coaches . . . . .	346,646.52	
4 All Steel Mail and Baggage Cars . . . . .	113,960.60	
1 All Steel Club Car (Winding Gulf) . . . . .	54,144.00	
Work Cars transferred from freight service . . . . .	70,912.43	
Freight Cars transferred from work service . . . . .	1,750.00	
Wrecking outfit purchased during Federal Control, but disapproved by Board of Directors, settled on 55% of cost . . . . .	44,457.32	
Application of Type D Couplers to freight cars . . . . .	18,804.76	
Reinstating 5 Freight Cars formerly vacated . . . . .	3,390.19	
Forward . . . . .	\$2,700,296.51	\$2,057,987.88
[fol. 1409]		
Forward . . . . .	\$2,700,296.51	\$2,057,987.88
Building up side bearings on 109-ton coal cars . . . . .	2,250.04	
Improvements to club and business cars . . . . .	2,114.19	
Application of electric headlights to locomotives . . . . .	2,216.79	
Application of automatic stokers to locomotives . . . . .	16,013.74	
Improvements to baggage cars . . . . .	678.76	
Application of steel underframes to freight cars . . . . .	577.14	
Experimental soot blower for one locomotive . . . . .	363.66	
Automobile for Roanoke, Va., Soliciting Freight Agent . . . . .	587.94	
Improvements in connection with rebuilding Mallet locomotive #600 . . . . .	2,825.19	

## Equipment—Continued:

Preliminary charges for building Mikado locomotive #410 and Mallet locomotive #610 with material salvaged from Triplex Mallet locomotive #700 dismantled .....	1,211 37
Application power reverse gears to locomotives .....	745 60
Miscellaneous delayed charges and adjustments in connection with Federal Valuation, Cr. ....	18,425 07
	<hr/> \$2,711,455 86

## Deduct:

Equipment destroyed, sold, converted and retired:

Charged to other Companies ...	\$82,130 82	
Charged to depreciation .....	25,630 73	
Charged to other Equipment Accounts account of conversions .....	72,662 43	
Charged to Profit and Loss ...	23,199 08	
Salvage .....	5,048 37	
	<hr/>	208,671 43

Total Additions to Equipment .....	<hr/> \$2,502,784 43
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Total Additions to Road and Equipment .....	\$4,560,772 31
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## Deduct:

Reserve for Ac-  
crued Deprecia-  
tion and adjust-  
ments to same  
including cred-  
its for rein-  
statements of  
equipment . . . \$362,862 36

Less: Appropri-  
ated for equip-  
ment sold, re-  
tired, converted  
and destroyed . . . 25,630 73

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\$337,231 63

Reserve for Ac-  
crued Deprecia-  
tion and adjust-  
ments to same  
for road . . . 507,405 00

Less: Appropri-  
ated for re-  
tirements . . . 655 49

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506,749 51

Total Reserve for Accrued Deprecia-  
tion . . . \$843,981 14

Net Additions to Cost of Road \$1,551,238 37

Net Additions to Cost of  
Equipment . . . 2,165,552 80

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Net Additions to cost of Road and  
Equipment . . . \$3,716,791 17

## [fol. 1410] Capital Stock and Funded Debt

The authorized issues of the capital stock and funded  
debt of the company and the amounts outstanding are as  
follows:

## Capital Stock

## Common:

Authorized . . . \$40,000,000 00  
Issued and Outstanding . . . \$31,271,500 00

## Preferred Five Per Cent Cumulative:

Authorized .....	35,000,000 .00	
Issued and Outstanding .....		\$27,955,000 .00

Total issued and outstanding .....		<u>\$59,226,500 .00</u>
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## First Mortgage Bonds

First Mortgage Five  
Per Cent Fifty Year  
Gold Bonds, due  
1962:

Authorized .....	\$75,000,000 .00	
Issued .....		\$35,844,000 .00

## Less:

Held by or for  
the Company:

Pledged .....	\$3,000,000 .00	
		<u>3,000,000 .00</u>

Amount issued and outstanding .....		<u>\$32,844,000 .00</u>
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## Equipment Trust Obligations

## Equipment Trust No. 76 Notes:

Original issue	\$1,630,500 .00	
Outstanding December 31, 1920 .....	\$1,630,500 .00	
Paid during year .....	108,700 .00	
		<u></u>
Outstanding December 31, 1921 .....		\$1,521,800 .00
Equipment Trust Series "C" Certificates:		
Original issue	\$5,200,000 .00	
Outstanding December 31, 1920 .....	\$4,940,000 .00	
Paid during year .....	520,000 .00	
		<u></u>
Outstanding December 31, 1921 .....		\$4,420,000 .00
		<u></u>
Outstanding December 31, 1921 .....		\$5,941,800 .00

[fol. 1411] Statement of Accrued Interest on Funded Debt During the Year Ended December 31, 1921

Description	Principal	Date of maturity	Accrued Interest	
			Rate	Due
First Mortgage Bonds	\$32,844,000 00	May 1, 1962	5%	May and November
Equipment Trust No. 76	1,521,800 00	January 15, 1935	6%	January and July
Equipment Trust Series "C"	4,420,000 00	April 1, 1930	6%	April and October
Total				\$2,011,979.75

Guaranteed Bonds of The Virginian Terminal Railway Company

First Mortgage Bonds	\$3,000,000 00	May 1, 1927	5%	May and November	\$150,000 00
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The Virginian Railway Company, jointly with the Norfolk & Western Railway Company, has guaranteed, by endorsement, the First Mortgage Bonds of the Norfolk Terminal Railway Company, in which guaranty the Norfolk Southern Railroad Company is joined by a separate agreement. There was, however, no liability incurred under such guaranty for interest during the year ended December 31, 1921.

[fol. 1412]

Table No. 1

Statement of Freight Transportation for the Years Ended  
December 31, 1921, and 1920

Months	Number of tons	Tons one mile	Revenue
January, 1921	605,278	201,791,787	\$1,522,341 14
February, "	369,705	165,903,970	960,128 92
March, "	401,713	142,455,462	1,022,352 16
April, "	544,067	183,393,188	1,333,893 22
May, "	745,825	272,671,077	1,839,128 32
June, "	717,596	269,798,650	1,777,143 99
July, "	533,714	195,761,142	1,324,992 26
August, "	504,908	176,681,730	1,213,041 15
September, "	448,850	157,692,560	1,081,344 60
October, "	594,802	208,826,090	1,418,508 47
November, "	521,842	198,601,206	1,236,127 66
December, "	388,348	134,473,015	952,359 11
<hr/>			
Totals for year ended Dec. 31, 1921	6,376,648	2,308,049,877	\$15,681,361 00
Totals for year ended Dec. 31, 1920	7,784,517	2,848,422,083	15,737,817 83
<hr/>			
Decrease	1,407,869	540,372,206	\$56,456 83

[fol. 1413]

Table No. 2

Statement of Passenger Transportation for the Years  
Ended December 31, 1921, and 1920

Months	Number of passengers	Passengers one mile	Revenue
January, 1921 .....	110,232	2,377,699	\$85,568 59
February, " .....	100,827	1,911,870	68,645 01
March, " .....	104,891	2,010,421	74,484 41
April, " .....	97,382	1,931,941	69,760 90
May, " .....	107,492	2,219,476	80,597 95
June, " .....	106,028	2,492,846	83,406 01
July, " .....	118,512	3,157,626	101,537 79
August, " .....	113,505	3,157,638	95,907 56
September, " .....	100,613	2,679,861	80,830 56
October, " .....	90,875	1,886,837	68,221 30
November, " .....	98,189	2,159,502	71,064 74
December, " .....	106,962	2,113,822	76,554 68
<hr/>			
Totals for year ended Dec. 31, 1921 .....	1,255,508	28,099,539	\$956,579 50
Totals for year ended Dec. 31, 1920 .....	1,226,141	28,627,794	885,697 50
<hr/>			
Increase .....	29,367		\$70,882 00
Decrease .....		528,255	

[fol. 1414]

Table No. 3

Comparative Statement of Operating Expenses for the Years Ended  
December 31, 1921, and 1920

	Year ended Dec. 31, 1921	Year ended Dec. 31, 1920
Maintenance of Way and Structures:		
Superintendence .....	\$129,062.36	\$109,571.92
Roadway Maintenance.....	257,197.57	330,368.65
Roadway Depreciation.....	48,948.00	.....
Tunnels and Subways.....	18,411.77	14,939.98
Bridges, Trestles and Culverts.....	81,920.61	121,923.17
Bridges, Trestles and Culverts—Depreciation .....	61,200.00	.....
Ties .....	473,719.59	355,548.76
Rails .....	168,944.24	59,533.90
Other Track Material.....	257,213.25	110,567.03
Ballast .....	31,818.38	78,373.63
Track Laying and Surfacing.....	585,914.34	636,204.01
Right of Way Fences.....	4,616.47	4,267.12
Crossings and Signs.....	18,102.07	5,976.52
Crossings and Signs—Depreciation.....	1,044.00	.....
Station and Office Buildings.....	27,663.20	17,938.16
Station and Office Buildings—Depreciation .....	3,180.00	.....
Roadway Buildings.....	2,132.06	3,617.78
Water Stations.....	15,803.39	28,186.89
Water Stations—Depreciation.....	4,944.00	.....
Fuel Stations.....	19,836.77	8,138.87
Fuel Stations—Depreciation.....	4,104.00	.....
Shops and Engine Houses.....	76,400.13	79,957.89
Shops and Engine Houses—Depreciation.....	13,080.00	.....
Wharves and Docks.....	.....	.....
Wharves and Docks—Depreciation.....	2,460.00	.....
Coal and Ore Wharves.....	74,037.86	88,315.03
Coal and Ore Wharves—Depreciation.....	30,444.00	.....
Telegraph and Telephone Lines.....	33,733.42	70,549.33
Signals and Interlockers.....	20,916.19	26,959.18
Power Plant Buildings.....	4,861.89	1,044.28
Power Plant Buildings—Depreciation.....	312.00	.....
Power Substation Buildings.....	8.31	.....
Power Substation Buildings—Depreciation .....	264.00	.....
Power Transmission Systems.....	21.39	.....
Power Distribution Systems.....	1,535.64	.....
Power Line Poles and Fixtures.....	110.49	.....
Miscellaneous Structures.....	17.67	148.36
Roadway Machines.....	7,197.30	7,325.50
Small Tools and Supplies.....	37,679.08	20,340.14
Removing Snow, Ice and Sand.....	4,636.76	1,658.01
Injuries to Persons.....	2,200.00	22,952.55
Insurance .....	3,466.25	6,123.40
Stationery and Printing.....	5,791.20	3,868.35
Other Expenses.....	2,480.40	348.52
Maintaining Joint Tracks, Yards and Other Facilities—Dr.....	22,136.09	21,344.06
Maintaining Joint Tracks, Yards and Other Facilities—Cr.....	11,668.54	4,405.00
Total .....	<u>\$2,547,898.20</u>	<u>\$2,229,506.85</u>
Ratio to total operating expenses.....	20.54%	17.27%
Ratio to operating revenue.....	14.14%	12.28%

## Maintenance of Equipment:

	Year ended Dec. 31, 1921	Year ended Dec. 31, 1920
Superintendence .....	\$108,941.74	\$111,474.18
Shop Machinery .....	51,601.96	45,762.38
Shop Machinery—Depreciation .....	20,400.00	
Power Plant Machinery .....	23,160.82	24,332.25
Power Plant Machinery—Depreciation .....	5,448.00	
Power Sub-Station Apparatus—Depreciation .....	1,872.00	
Steam Locomotives—Repairs .....	1,685,341.61	1,684,339.55
Steam Locomotives—Depreciation .....	114,250.82	117,920.86
Freight Train Cars—Repairs .....	1,374,341.87	1,344,402.22
Freight Train Cars—Depreciation .....	329,404.90	217,437.33
Freight Train Cars—Retirements .....	13,662.25	3,059.62
Passenger Train Cars—Repairs .....	70,822.38	75,297.09
Passenger Train Cars—Depreciation .....	12,672.14	5,817.24
Passenger Train Cars—Retirements .....	421.03	612.37
Floating Equipment—Repairs .....	3,822.68	6,084.80
Floating Equipment—Depreciation .....	382.87	382.91
Work Equipment—Repairs .....	42,880.19	38,825.91
Work Equipment—Depreciation .....	11,144.57	6,615.46
Miscellaneous Equipment—Repairs .....	404.24	
Miscellaneous Equipment—Depreciation .....	589.07	125.04
Injuries to Persons .....	4,730.58	7,209.32
Insurance .....	12,531.78	6,798.99
Stationery and Printing .....	6,473.65	5,238.62
Other Expenses .....	1,390.50	691.04
Maintaining Joint Equipment at Terminals—Dr. ....	5,611.38	9,008.62
Total .....	\$3,902,349.03	\$3,710,211.06
Ratio to Total Operating Expenses .....	31.46%	28.74%
Ratio to Operating Revenue .....	21.65%	20.43%

## [fol. 1415] Traffic Expenses:

Superintendence .....	\$57,148.71	\$53,120.37
Outside Agencies .....	32,796.02	23,508.97
Advertising .....	4,143.08	2,369.24
Traffic Association .....	2,345.12	1,349.00
Insurance .....	70.89	309.72
Stationery and Printing .....	26,576.35	19,491.17
Other Expenses .....		19.59
Total .....	\$123,080.17	\$100,168.06
Ratio to total operating expenses .....	.99%	.78%
Ratio to operating revenue .....	.68%	.55%

## Transportation Expenses:

Superintendence .....	\$141,837.74	\$139,197.88
Dispatching Trains .....	133,897.50	160,270.79
Station Employees .....	324,417.11	352,986.87
Weighing, Inspection and Demurrage Bureaus .....	7,968.14	6,716.75
Coal and Ore Wharves .....	612,872.65	882,626.52
Station Supplies and Expenses .....	15,607.89	16,105.41
Yardmasters and Yard Clerks .....	91,074.44	100,482.96
Yard Conductors and Brakemen .....	197,049.28	253,952.04
Yard Switch and Signal Tenders .....	6,797.35	6,333.84
Yard Enginemen .....	96,133.84	115,525.81

	Year ended Dec. 31, 1921	Year ended Dec. 31, 1920
Transportation Expenses (Continued):		
Fuel for Yard Locomotives.....	151,485.52	168,255.14
Water and Yard Locomotives.....	16,277.14	16,667.19
Lubricants for Yard Locomotives.....	1,273.95	3,810.96
Other Supplies for Yard Locomotives....	1,830.90	1,516.19
Enginehouse Expenses—Yard.....	59,749.44	74,063.75
Yard Supplies and Expenses.....	4,629.70	5,637.08
Operating Joint Yards and Terminals—Dr.	17,322.86	22,038.51
Operating Joint Yards and Terminals—Cr.	13,441.52	4,424.56
Train Enginemmen.....	594,795.61	791,964.45
Fuel for Train Locomotives.....	1,417,797.90	1,567,880.31
Water for Train Locomotives.....	73,370.65	69,602.80
Lubricants for Train Locomotives.....	29,861.35	30,606.78
Other Supplies for Train Locomotives...	28,087.35	35,820.23
Enginehouse Expenses—Train.....	415,152.55	458,265.18
Trainmen .....	612,311.10	776,659.61
Train Supplies and Expenses.....	88,258.19	100,886.11
Signal and Interlocker Operation.....	29,578.97	31,314.35
Crossing Protection.....	9,408.10	9,720.79
Drawbridge Operation.....	8,999.07	9,174.44
Telegraph and Telephone Operation.....	4,979.51	5,160.24
Stationery and Printing.....	22,469.76	25,805.57
Other Expenses.....	40,027.02	35,736.90
Operating Joint Tracks and Facilities—Dr.	24,452.20	13,643.82
Operating Joint Tracks and Facilities—Cr.	3,167.58	8,169.78
Insurance .....	1,490.18	4,395.37
Clearing Wrecks.....	77,295.32	71,582.73
Damage to Property.....	130,924.33	9,952.69
Damage to Live Stock and Right of Way	8,198.12	13,955.50
Loss and Damage—Freight.....	41,502.53	73,424.09
Loss and Damage—Baggage.....	387.74	376.71
Injuries to Persons.....	14,619.32	53,914.13
Total .....	<u>\$5,540,613.22</u>	<u>\$6,513,535.75</u>
Ratio to total operating expenses.....	44.66%	50.46%
Ratio to operating revenue.....	<u>30.74%</u>	<u>35.87%</u>
Miscellaneous Operations:		
Dining and Buffet Service.....	\$36,567.45	\$42,308.97
Hotels and Restaurants.....	.....	.....
Other Miscellaneous Operations.....	7.05	294.93
Total .....	<u>\$36,574.50</u>	<u>\$42,603.90</u>
Ratio to total operating expenses.....	.29%	.33%
Ratio to operating revenue.....	<u>.20%</u>	<u>.24%</u>

[fol. 1416]

Table No. 4

Operating Revenue, Expenses and Net Revenue for the Years Ended December

		Coal and coke freight	Other freight	Passengers and excess baggage	Mail and express	Miscellaneous	Total 1921
January, 1921		\$1,391,061 14	\$131,280 00	\$85,776 14	\$6,510 31	\$78,507 16	\$1,693,134 75
February, "		817,968 61	142,160 31	68,840 48	13,774 99	87,652 75	1,130,397 14
March, "		872,116 61	150,235 55	74,681 26	8,071 68	72,501 62	1,177,606 72
April, "		1,162,442 78	171,450 44	69,941 10	21,184 68	100,877 56	1,525,896 56
May, "		1,690,388 25	148,740 07	80,827 95	10,257 35	135,159 90	2,065,373 52
June, "		1,617,583 25	159,560 74	83,652 24	9,899 96	133,544 25	2,004,240 44
July, "		1,167,346 40	157,645 86	101,777 55	9,464 86	113,290 07	1,549,524 74
August, "		1,040,492 24	172,548 91	96,144 55	9,123 93	130,344 49	1,448,654 12
September, "		916,829 47	164,515 13	81,130 64	10,196 89	99,036 32	1,271,708 45
October, "		1,232,942 07	185,566 40	68,417 88	10,430 38	88,539 21	1,585,895 94
November, "		1,045,326 64	190,801 02	71,345 76	10,898 86	87,606 27	1,405,978 55
December, "		788,897 12	163,461 99	76,771 67	12,801 27	124,013 98	1,165,946 03
Totals, Year Ended Dec. 31, 1921		\$13,743,394 58	\$1,937,966 42	\$959,307 22	\$132,615 16	\$1,251,073 58	\$18,024,356 96
Totals, Year Ended Dec. 31, 1920		14,213,767 03	1,524,050 80	909,685 96	159,358 80	1,351,990 69	
Increase			\$413,915 62	\$49,621 26			
Decrease		\$470,372 45			\$26,743 64	\$100,917 11	\$134,496 32

Table No. 4

and Net Revenue for the Years Ended December 31, 1921, and 1920

Mail and express	Miscellaneous	Total		Operating expenses		Net operating revenue	
		1921	1920	1921	1920	1921	1920
\$6,510 31	\$78,507 16	\$1,693,134 75	\$1,298,987 40	\$1,216,289 99	\$878,496 49	\$476,844 76	\$420,490 91
13,774 99	87,652 75	1,130,397 14	891,314 24	986,544 50	874,566 59	143,852 64	16,747 65
8,071 68	72,501 62	1,177,606 72	1,396,000 25	902,544 07	992,669 16	275,062 65	403,331 09
21,184 68	100,877 56	1,525,896 56	1,325,901 64	890,892 26	1,016,798 56	635,004 30	309,103 08
10,257 35	135,159 90	2,065,373 52	961,176 81	1,133,919 06	802,511 51	931,454 46	158,665 30
9,899 96	133,544 25	2,004,240 44	1,370,536 03	1,110,872 81	985,552 11	893,367 63	384,983 92
9,464 86	113,290 07	1,549,524 74	1,578,770 91	961,484 79	1,175,481 00	588,039 95	403,289 91
9,123 93	130,344 49	1,448,654 12	1,676,132 76	974,267 80	1,310,919 01	474,386 32	365,213 75
10,196 89	99,036 32	1,271,708 45	2,016,492 51	976,947 62	1,128,239 94	294,760 83	888,252 57
10,430 38	88,539 21	1,585,895 94	2,036,938 06	1,129,745 32	1,265,836 67	456,150 62	771,101 39
10,898 86	87,606 27	1,405,978 55	1,888,506 95	1,079,213 18	1,186,534 25	326,765 37	701,972 70
12,801 27	124,013 98	1,165,946 03	1,718,095 72	1,043,006 58	1,291,376 87	122,939 44	426,718 85
\$132,615 16	\$1,251,073 58	\$18,024,356 96	.....	\$12,405,727 99	.....	\$5,618,628 97	.....
159,358 80	1,351,990 69	.....	\$18,158,853 28	.....	\$12,908,982 16	.....	\$5,249,871 12
.....	.....	.....	.....	.....	.....	\$368,757 85	.....
\$26,743 64	\$100,917 11	\$134,496 32	.....	\$503,254 17	.....	.....	.....

General Expenses:	Year ended Dec. 31, 1921	Year ended Dec. 31, 1920
Salaries and Expenses of General Office..	\$71,004.46	\$75,319.74
Salaries and Expenses of Clerks and Attendants .....	150,501.42	170,284.54
General Office and Expenses.....	19,179.74	18,029.69
Law Expenses.....	31,166.87	33,297.99
Insurance .....	165.21	482.19
Stationery and Printing.....	11,523.97	13,542.76
Valuation Expenses.....	34,000.31	23,034.52
Other Expenses.....	22,000.35	20,504.15
General Joint Facilities—Dr.....	397.33	737.04
<b>Total .....</b>	<b>\$309,514.00</b>	<b>\$379,634.20</b>
Ratio to total operating expenses.....	2.98%	2.94%
Ratio to operating revenue.....	2.05%	2.09%
Transportation for Investment—Cr.....	\$114,301.70	\$93,767.64
Ratio to total operating expenses.....	.92%	.52%
Ratio to total operating revenue.....	.63%	.37%
<b>Total operating expenses.....</b>	<b>\$12,465,727.99</b>	<b>\$12,908,982.16</b>
Ratio to operating revenue.....	68.83%	71.69%

(Here follows Table No. 4, slide folio (page 1416))

[fol. 1417]

Table No. 5

Classification of Freight Carried on the Virginian Railway for the Years Ended December 31, 1921, and 1920

## Products of Agriculture:

Commodity	Year ended Dec. 31, 1921, tons	Year ended Dec. 31, 1920, tons	Increase	Decrease
Wheat	1,588	1,431	157	
Corn	5,605	3,986	1,619	
Oats	2,178	2,267		89
Other Grain	77	178		101
Flour and Meal	19,680	8,196	11,484	
Other Mill Products	9,624	12,070		2,446
Hay, Straw and Alfalfa	9,236	10,430		1,194
Tobacco	2,224	2,193	31	
Cotton	83	212		129
Cotton Seed and products, except oil	458	285	173	
Citrus Fruits	280	467		187
Other Fresh Fruits	1,748	1,847		99
Potatoes	1,380	1,087	293	
Other Fresh Vegetables	305	641		336
Dried Fruits and Vegetables	1,141	693	448	
Other Products of Agriculture	4,401	3,338	1,063	

## Products of Animals:

Horses and Mules	258	283		25
Cattle and Calves	129	162		33
Sheep and Goats		40		40

Hogs	10	20	10	469	31	14,181
Fresh Meats	512	43	512	228	16	14,181
Other Packing House Products	511	283	511	153	31	11,052
Poultry	133		133			
Eggs	54	23	54	31		
Butter and Cheese	561	872	561			
Wool	16		16			
Hides and Leather	1,007	825	1,007	182		
Other Products of Animals	264	121	264	143		
Products of Mines:						
Coal—Anthracite	13,225	9,686	13,225	3,539		
Coal—Bituminous	5,691,790	7,145,731	5,691,790			1,453,941
Coke	313	55	313	258		
Iron Ore	75		75	75		
Other Ores and Concentrates	20	50	20			30
Base Bullion and Matte	31		31			31
Clay, Gravel, Sand and Stone						
Crude Petroleum	208,790	104,855	208,790	103,935		
Asphaltum	1,424	215	1,424	1,209		
Salt	7,398	3,599	7,398	3,799		
Other Products of Mines		125				125
Products of Forests:						
Logs, Posts, Poles and Cord Wood	22,715	36,896	22,715			
Ties	12,101	23,153	12,101			
Pulpwood	1,875	1,202	1,875	673		
Lumber, Timber, Box Shooks, Staves and Headings	124,574	171,127	124,574			
Other Products of Forests	1,675	2,524	1,675			
						46,553
						849

Classification of Freight Carried on the Virginian Railway for the Years Ended December 31, 1921,  
and 1920—Continued

[fol. 1418]    Commodity	Manufactures and Miscellaneous:			
	Year ended Dec. 31, 1921, tons	Year ended Dec. 31, 1920, tons	Increase	Decrease
Refined Petroleum and its Products	13,195	9,864	3,331	
Vegetable Oils	30	198		168
Sugar, Syrup, Glucose and Molasses	3,816	3,205	611	
Boat and Vessel Supplies	25		25	
Iron, Pig and Bloom	345	4,557		4,212
Rails and Fastenings	6,103	11,658		5,555
Bar and Sheet Iron, Structural Iron and Iron Pipe	12,201	15,694		3,493
Other Metals, Pig Bar and Sheet	258	58	200	
Castings, Machinery and Boilers	3,320	5,127		1,807
Cement	12,465	7,698	4,767	
Brick and Artificial Stone	18,205	14,226	3,979	
Lime and Plaster	12,348	12,444		96
Sewer Pipe and Drain Tile	2,097	1,554	543	
Agricultural Implements and Vehicles, other than au- tomobiles	6,497	6,540		43
Automobiles and Auto Trucks	2,537	1,753	784	
Household Goods and Second-Hand Furniture	3,077	5,124		2,047
Furniture (new)	666	517	149	
Beverages	621	668		47
Ice	4,469	3,709	760	

MAPS

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Fertilizers (all kinds)	16,270	21,738	5,468
Paper, Printed Matter and Books	9,323	4,420	57
Chemicals and Explosives	3,519	158	4,903
Textiles	6,332	6,606	3,361
Canned Goods (all canned food products)	26,569	28,191	274
Other Manufactures and Miscellaneous	62,922	67,511	1,622
Merchandise—All L. C. L. Freight			4,589
Total Revenue Tonnage	6,376,648	7,784,517	1,407,869

(Here follows table No. 6, side folio pages 1419 and 1420)

[fol. 1421]

Table No. 7

Performance of Locomotives for the Years Ended December 31, 1921,  
and 1920

Number of Miles Run :	Year ended Dec. 31, 1921	Year ended Dec. 31, 1920
On Freight Trains.....	1,439,603	1,831,958
On Passenger Trains.....	684,979	659,642
On Mixed Trains.....	.....	16,818
On Special Trains.....	1,308	559
Switching .....	537,777	587,171
On Non-Revenue Trains.....	119,105	115,045
Total .....	2,782,772	3,211,193
Cost :		
Wages, Engineers and Firemen.....	\$690,929.45	\$907,490.26
Enginehouse Expenses.....	474,901.90	532,328.93
Fuel for Locomotives.....	1,569,283.42	1,736,135.65
Water .....	89,647.79	86,269.99
Lubricants .....	31,135.30	34,477.74
Other Supplies.....	20,918.25	37,336.42
Repairs .....	1,685,341.61	1,684,339.55
Total .....	\$4,571,157.81	\$5,018,378.54
Average Cost Per 100 Miles Run :		
Wages, Engineers and Firemen.....	\$24.83	\$28.26
Enginehouse Expenses.....	17.07	16.58
Fuel for Locomotives.....	56.39	54.97
Water .....	3.22	2.69
Lubricants .....	1.12	1.07
Other Supplies.....	1.08	1.16
Repairs .....	60.56	52.45
Total .....	\$164.27	\$156.28

[fol. 1422]

Table No. 8

Traffic and Mileage Statistics for the Years Ended December 31, 1921,  
and 1920

Freight Traffic :	Year ended Dec. 31, 1921	Year ended Dec. 31, 1920
Tons of revenue freight carried.....	6,376,648	7,784,517
Tons (revenue freight) carried 1 Mile...	2,308,049,877	2,848,422,083
Tons (revenue freight) carried 1 Mile per mile of road .....	4,387,177	5,440,384
Average distance carried per ton (Miles)	361.95	365.91
Total revenue, freight.....	\$15,681,361.00	\$15,737,817.83
Average revenue per ton of freight (Cents) .....	245.92	202.17
Average revenue per ton per mile (Cents)	0.679	0.553
Freight revenue per mile of road.....	\$29,807.37	\$30,058.67
Freight revenue per train mile (Cents)...	1,230.58	949.38

Passenger Traffic:	Year ended Dec. 31, 1921	Year ended Dec. 31, 1920
Passengers carried .....	1,255,608	1,226,141
Passengers carried 1 mile.....	28,099,539	28,627,794
Passengers carried 1 mile per mile of road .....	53,412	54,678
Average distance carried per passenger (Miles) .....	22.38	23.35
Total passenger revenue (including excess baggage and club car seat fares).....	\$978,765.34	\$909,685.96
Average revenue from passengers (Cents)	76.19	72.24
Average revenue per passenger per mile (Cents) .....	3.40	3.09
Total passenger train revenue (including mail, express and club cars).....	\$1,116,863.05	\$1,069,044.76
Passenger train revenue per mile of road	\$2,122.84	\$2,041.84
Passenger train revenue per train mile (Cents) .....	163.60	159.40
Total Traffic:		
Gross operating revenue .....	\$18,024,356.96	\$18,158,853.28
Gross operating revenue per mile of road	\$34,260.98	\$34,682.76
Gross operating revenue per train mile (Cents) .....	921.04	785.39
Operating expenses .....	\$12,405,727.99	\$12,908,982.16
Operating expenses per mile of road....	\$23,581.00	\$24,655.69
Operating expenses per train mile (Cents)	633.93	558.33
Net revenue from transportation.....	\$5,618,628.97	\$5,249,871.12
Net revenue from transportation per mile of road .....	\$10,679.98	\$10,027.07
Net revenue from transportation per train mile (Cents) .....	287.11	227.06
Ratio of operating expenses to operating revenue .....	68.83%	71.09%
Taxes .....	\$1,043,174.80	\$1,116,491.70
Ratio of operating expenses (including taxes) to operating revenue.....	74.62%	77.24%
Taxes per mile of road.....	\$1,982.88	\$2,132.46

[fol. 1423]

Table No. 9

Statement of Traffic and Mileage Statistics for the Years Ended  
December 31, 1921, and 1920

Train Mileage:	Year ended Dec. 31, 1921	Year ended Dec. 31, 1920
Revenue Freight Trains .....	1,273,922	1,640,870
Revenue Passenger Trains .....	681,777	653,833
Revenue Mixed Trains .....	.....	16,818
Revenue Special Trains .....	1,264	559
Non-Revenue Trains .....	119,048	113,750
Total .....	2,076,011	2,425,830

Locomotive Mileage:	Year ended Dec. 31, 1921	Year ended Dec. 31, 1920
Revenue Freight Trains .....	1,439,603	1,831,958
Revenue Passenger Trains .....	684,970	659,642
Revenue Mixed Trains .....	.....	16,818
Revenue Special Trains .....	1,308	559
Switching Locomotives .....	537,777	587,171
Non-Revenue Trains .....	119,105	115,045
Total .....	2,782,772	3,211,133
Car Mileage:		
Mileage of Loaded Freight Cars:		
North and East .....	38,887,162	53,126,394
South and West .....	2,662,893	2,583,540
Mileage of Empty Freight Cars:		
North and East .....	824,571	415,944
South and West .....	36,664,859	50,895,227
Mileage of Caboose Cars.....	1,273,922	1,640,870
Average number of Freight Cars per train mile, excluding caboose.....	62.04	65.22
Average number of loaded freight cars per train mile.....	32.62	33.95
Average number of empty freight cars per train mile, excluding caboose....	29.43	31.27
Average number tons freight per train mile (including Company freight)...	1,908	1,793
Average number tons freight per train mile (excluding Company freight)...	1,812	1,718
Average number tons freight per loaded car mile (including Company freight)	58.48	53.32
Average number tons freight per loaded car mile (excluding Company freight) .....	55.55	51.10
Mileage of Passenger Cars.....	3,214,842	3,631,592
Average number Passenger cars per train mile .....	4.72	4.64
Average number of passengers per train mile .....	41.22	42.69
Mileage of Cars in special service.....	9,633	5,270
Average mileage operated during year	526.09	523.57

[fol. 1424]

## EXHIBIT No. 54

Chesapeake & Ohio Railway Coal Loadings from Mine of MacAlpin Coal Company, MacAlpin, W. Va., and Mine of E. E. White Coal Company, Statesbury, W. Va. (Being Mines Served Jointly by the Chesapeake & Ohio Railway and Virginian Railway)

Month	MacAlpin Coal Co., MacAlpin, W. Va.			E. E. White Coal Co., Statesbury, W. Va.		
	Tide- water	Inland east	Inland west	Tide- water	Inland east	Inland west
1921						
January	.....	1,680	4,410	7,720	.....	250
February	.....	3,680	1,030	280	710	250
March	.....	750	1,010	2,050	950	1,050
April	6,720	4,470	550	1,160	1,240	9,340
May	750	1,860	2,450	5,130	1,940	5,780
June	.....	1,150	3,390	6,160	1,310	2,270
July	3,090	550	1,850	280	1,320	7,120
August	2,640	3,780	5,090	200	3,320	6,460
September	.....	1,740	3,360	.....	1,100	10,400
October	.....	6,830	16,820	200	400	11,370
November	.....	4,840	9,440	.....	200	6,280
December	.....	.....	500	490	980	2,650
1922						
January	.....	4,310	13,370	1,820	500	9,940
February	.....	2,030	24,230	50	180	14,590
March	.....	2,420	8,230	8,630	1,170	6,620
April	.....	2,220	5,910	9,050	100	2,450
May	.....	2,370	13,390	9,060	11,810	2,710
June	6,890	1,150	5,350	14,940	350	9,070
July	4,890	650	7,250	6,030	3,740	2,500
August	7,180	700	930	3,620	3,340	1,090
September	5,960	.....	1,690	4,500	840	2,740
Total	38,150	47,180	130,190	81,680	36,790	114,930
Percentage ..	17.7%	21.9%	60.4%	35%	15.8%	49.2%

[fol. 1425]

EXHIBIT No. 55

## Interstate Commerce Commission

Docket No. 13832

Witness: Traugott. Date: Nov. 16, 1922. Steno: Charvy

Contract Between East Gulf Coal Co. & the Virginian Railway Co., Dated May 17th, 1919. Mine Track Layout—  
Berry Branch M. P. 10.3, Winding Gulf Branch

Mr. P. C. Thomas, Assistant General Manager East Gulf  
Company, Helen, W. Va.

DEAR SIR: In accordance with your letter of the 15th instant in reply to mine of the 5th instant, I am attaching to the contract dated May 17, 1919, between the East Gulf Coal Company, Inc., and the Virginian Railway Company, as a part thereof, blueprint dated September 16, 1919, revised October 7th, 1920, file No. A-1571, which has been approved by you, to take the place of blueprint dated March 24th, 1919, showing the location of mine track constructed under said agreement at Station 723, M. P. 10.3, Winding Gulf Branch.

You will please attach the enclosed copy of revised blueprint to said contract, advising me when you have done so.

Yours truly, (S.) A. M. Traugott, Assistant Chief  
Engineer.

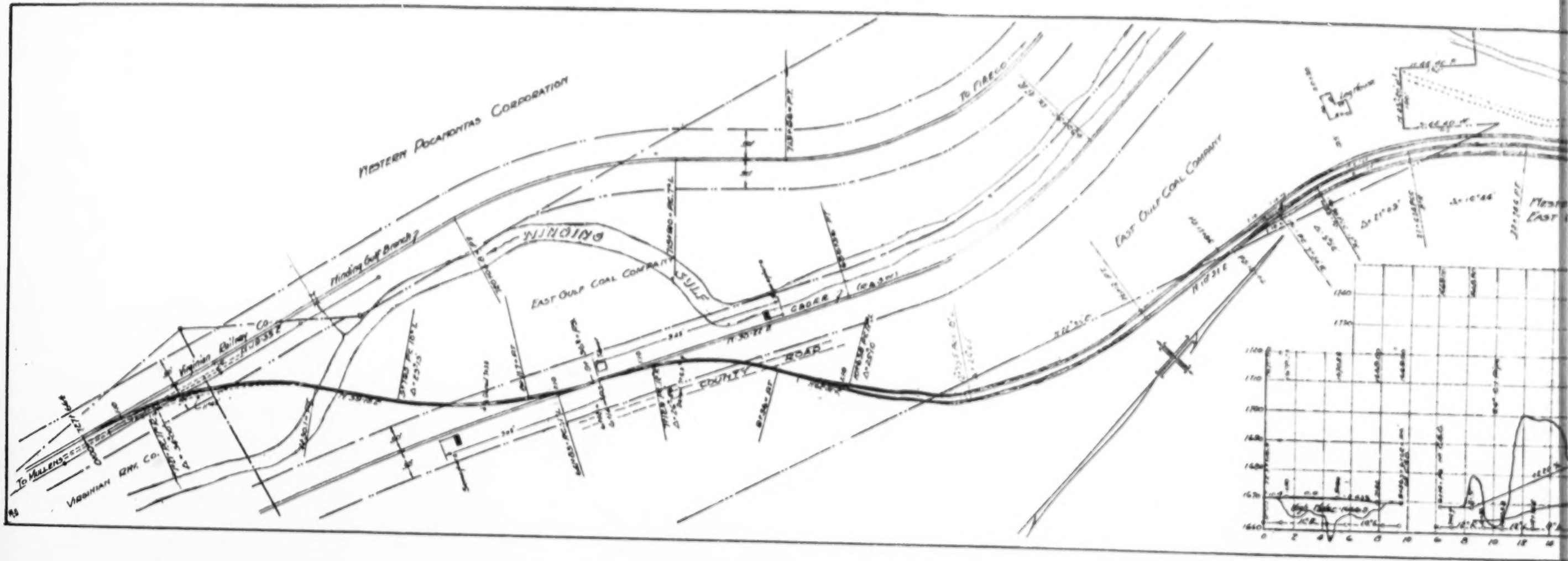
GCM-P.

[fol. 1426]

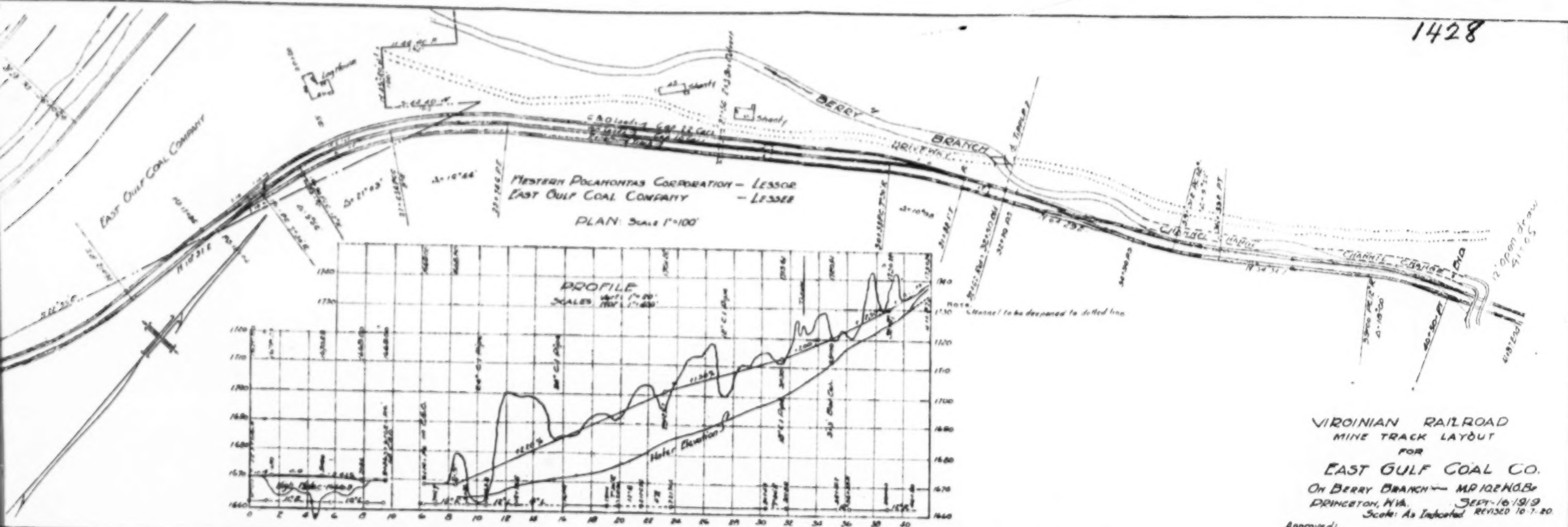
November 23d, 1920.

Mr. P. C. Thomas, Assistant General Manager East Gulf  
Coal Company, Helen, W. Va.

DEAR SIR: In accordance with your letter of the 15th instant in reply to mine of the 5th instant, I am attaching to the contract dated May 17, 1919, between the East Gulf Coal Company, Inc., and the Virginian Railway Company, as a part thereof, blueprint dated September 16, 1919, revised October 7th, 1920, file No. A-1571, which has been approved by you, to take the place of blueprint dated March 24th, 1919, showing the location of mine track con-



1428



VIRGINIAN RAILROAD  
MINE TRACK LAYOUT  
FOR  
EAST GULF COAL CO.  
ON BERRY BRANCH - MARIETTA, GA.  
PRINCETON, N.J. SEPT. 16/1919  
Scale: As Indicated. Revised 10-7-20.

Approved: \_\_\_\_\_  
Acting Chief Engineer.

structed under said agreement at Station 723, M. P. 10.3, Winding Gulf Branch.

You will please attach the enclosed copy of revised blueprint to said contract, advising me when you have done so.

Yours truly, (S.) A. M. Traugott, Assistant Chief Engineer.

GCM-P.

[fol.1427]

East Gulf Coal Company

Helen, W. Va., November 15, 1920.

Mr. A. M. Traugott, Assistant Chief Engineer.

DEAR SIR: I enclose herewith two blueprints of your plan A-1571 showing mine track layout for the East Gulf Coal Company at Helen.

These plans have been approved as requested. Kindly send us one print for our use in putting the track in.

Yours truly, East Gulf Coal Company. (Sd.) P. C. Thomas, Assistant General Manager.

Copy.

(Here follows map, side folio page 1428)

[fol.1429] Whereas, The President of the United States, by a proclamation made on the 26th day of December, 1917, through Newton D. Baker, Secretary of War, took possession of various systems of transportation by railroad in the United States, including the railroad owned and operated by the Virginian Railway Company, a corporation created and existing under the laws of the State of Virginia, hereinafter designated "Virginian Railroad;" and,

Whereas, By an act of Congress approved March 21st, 1918, entitled "An Act to Provide for the Operation of Transportation Systems While Under Federal Control, for the Just Compensation of their Owners, and for Other Purposes," the President was given authority as therein appears; and,

Whereas, The President has appointed W. D. Hines as Director General of Railroads, with authority to do, or re-

quire to be done, all such things as are necessary or proper in the operation of the said railroads; and,

Whereas, C. H. Hix, has been appointed Federal Manager of the line of railroad formerly operated by the said The Virginian Railway Company; and,

Whereas, East Gulf Coal Company, a corporation of the State of West Virginia, has made application for the construction of a track from its operation on Berry Branch, State of West Virginia, to the Sta. 723, 10.3, Winding Gulf Branch of the Virginian Railroad at the location as shown in yellow on the blue print attached hereto and made a part hereof, and hereinafter referred to as "track"; and,

Whereas, In the construction and maintenance of said track it is necessary that certain requirements of General Order No. 15, issued by the Director General of Railroads, March 26th, 1918, be observed:

Now, Therefore, The United States Railroad Administration, W. D. Hines, Director General of Railroads, acting by and through C. H. Hix, Federal Manager of the Virginian Railroad, and hereinafter designated as "Manager," party of the first part, and East Gulf Coal Company, party of the second part, do mutually covenant and agree with each other as follows:

1. The party of the second part shall, at its own expense, provide the necessary land outside of the right of way of the Virginian Railroad, do all the grading, provide all drains, and bridging, and furnish all ties and timber necessary for the construction of said track beyond clearance point at the site of the work; thereupon the Manager shall, at the cost of the Coal Company as hereinafter provided, furnish the necessary rails and fastenings, frogs and switches, and ballast and shall lay and surface the track and operate it; all work and material to be subject to the approval of the Manager.

2. The party of the first part shall pay for, own and maintain that part of the track upon its right of way from switch point to clearance point, a distance of 165 feet.

3. The party of the second part shall pay for, own and maintain that part of the track beyond the right of way line of the Virginian Railroad.

4. The party of the second part shall pay for, and maintain, and the party of the first part shall own, that part of the track on the right of way from the clearance point to the right of way line of the Virginian Railroad.

5. If the party of the second part fails to maintain in reasonably safe condition the part of the track which it is required to maintain under this agreement, the party of the first part may disconnect the track or refuse to operate it when not in such condition.

6. If the party of the second part shall not, in the opinion of the party of the first part, furnish sufficient business to justify maintaining said track, the party of the first part may, if he so elects, discontinue the operation of the said track.

7. Upon the completion of the said track the party of the second part shall pay to the party of the first part the entire cost of constructing that part of said track, which is to be borne by the party of the second part as provided for hereunder.

8. The party of the second part also agrees to reimburse the party of the first part for changes made and work done on its telegraph and telephone line on account of the construction of said track, at actual cost, plus ten per cent.

9. Nothing herein contained shall be construed as requiring the party of the first part to maintain and operate the said track wholly for the business of the party of the second part, it being understood that the said track, and any extension, sidings or spurs which shall be built in connection therewith may be used for such business as the party of the first part shall desire, provided such use shall not unreasonably interfere with the operation of, and shall not be to the detriment of the party of the second part.

10. Party of the second part shall conduct its mining operations in such manner as will not damage the railway of the Virginian Railroad, or interfere with its operations, whether such railway be upon lands covered by this agreement or upon other lands; and sufficient supports shall be left under the railway to secure support of the railway constructed thereon.

11. The party of the first part shall have the right to make surveys of the mines of the party of the second part under the railway or right of way of the railway, in order to determine the condition of such right of way, and for this purpose shall also have access to the mine maps of the party of the second part at all times.

12. The party of the second part shall indemnify and save harmless the party of the first part and/or The Virginian Railway Company, as their respective interests may appear, against any and all damages and claims for damages on account of any loss or damage which he or his successors shall suffer by reason of any fire set by the locomotives or cars of the party of the first part to any buildings now or hereafter erected, or to the contents thereof, or to property of any kind stored or placed upon or along the said track; whether such buildings, or the contents thereof, or such property, shall belong to the party of the second part, or Virginian Railroad, or to a third person.

And the party of the second part shall indemnify and save harmless the party of the first part and/or The Virginian Railway Company, as their respective interests may appear, against loss or damage to the property of the Virginian Railroad, or property in the custody of the party of the first part; and against all loss on account of personal injuries or loss of life which shall be caused by the acts or omissions of the party of the second part, its agents or employees.

13. The party of the first part shall not be liable as a common carrier, or as bailee, for any property loaded into any car on said track until said car is attached to the engine or train of the party of the first part, to be moved by said train towards its destination; or until a bill of lading shall have been issued to the party of the second part, or its assigns, or the shipper; and until said car is so attached or coupled up, or until said bill of lading is issued, the said car and its contents shall be deemed to be in the possession of the party of the second part, in so far as liability for the safety and care thereof is concerned; and the party of the second part agrees to protect and save harmless the said party of the first part and/or The Virginian Railway Company, as their respective interests may appear, from

all loss or damage by reason of any damage or injury to said car, and/or its contents, while the same is in possession of the party of the second part as aforesaid.

[fol.1430] 14. The party of the second part agrees that all shipments consigned to it for delivery upon said track, shall be deemed to be fully delivered as soon as the car containing such shipment shall have been placed on said track, and detached from the engine or train by which it was moved; and the party of the first part shall thereupon be fully relieved of any liability for the contents of such car, whether as a common carrier or bailee.

15. The party of the second part agrees that it will keep the right of way along said track free of all combustible materials and rubbish, and will indemnify the party of the first part and/or The Virginian Railway Company, as their respective interests may appear, against any and all loss or liability which the party of the first part and/or The Virginian Railway Company, may sustain, or incur, in any manner whatever, by reason of claims, suits or judgments, accruing on account of loss or damage by fire communicated by locomotives, engines or trains operated over said track, whether to the party of the second part or any other person or persons.

16. The party of the second part agrees that no building, structure or commodity, shall be constructed, maintained or stored within 5 feet from the outside edge of the nearest rail of said track; and that it will keep the right of way for said track free of all commodities, rubbish, trash, or other objects, which may prove a danger to those engaged in the operation of the said railroad; and will indemnify the party of the first part, and/or The Virginian Railway Company, as their respective interests may appear, from all claims and demands which may be made against him, by reason of any loss, damage or injury growing out of, or caused by the failure of the party of the second part to keep the right of way for said track free from obstructions and objects as aforesaid being a menace to those operating said railroad.

17. This agreement shall continue in force during the continuance of Federal Control over the properties of the

Virginian Railroad, unless sooner terminated by either party giving to the other sixty (60) days' notice in writing of its intention so to do.

Upon the termination of the Federal Control over the Virginian Railroad properties, this contract shall inure to the benefit of The Virginian Railway Company, or its successors or assigns, including the right to terminate this agreement.

In witness whereof the United States Railroad Administration, W. D. Hines, Director General of Railroads, Virginian Railroad, has caused these presents to be executed by C. H. Hix, Federal Manager; and the said party of the second part has caused the same to be executed by P. M. Snyder its President, this 17th day of May, 1919.

United States Railroad Administration. W. D. Hines, Director General of Railroads, by C. H. Hix, Federal Manager, Virginian Railroad.  
(Seal.) East Gulf Coal Company, by P. M. Snyder, President. (Seal.) Attest: L. S. Tully, Secretary.

STATE OF —, —,  
County of —, To wit:

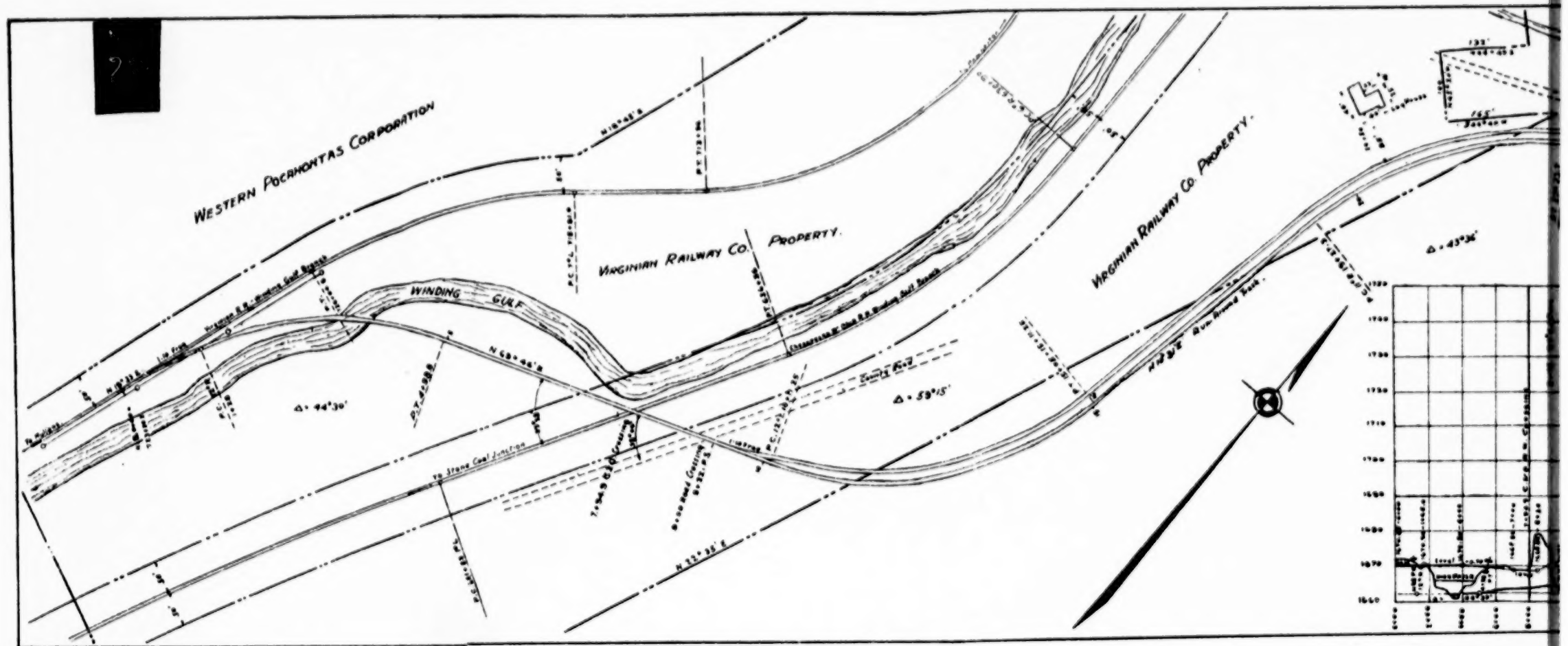
I, — —, a Notary Public in and for the — of —, in the State of —, do certify that — —, Director General of Railroads, whose name by — — as Federal Manager, is signed to the writing above, bearing date on the — day of —, 19—, has this day acknowledged the same before me in my — aforesaid, by the said — —.

Given under my hand and official seal this — day of —, 19—.

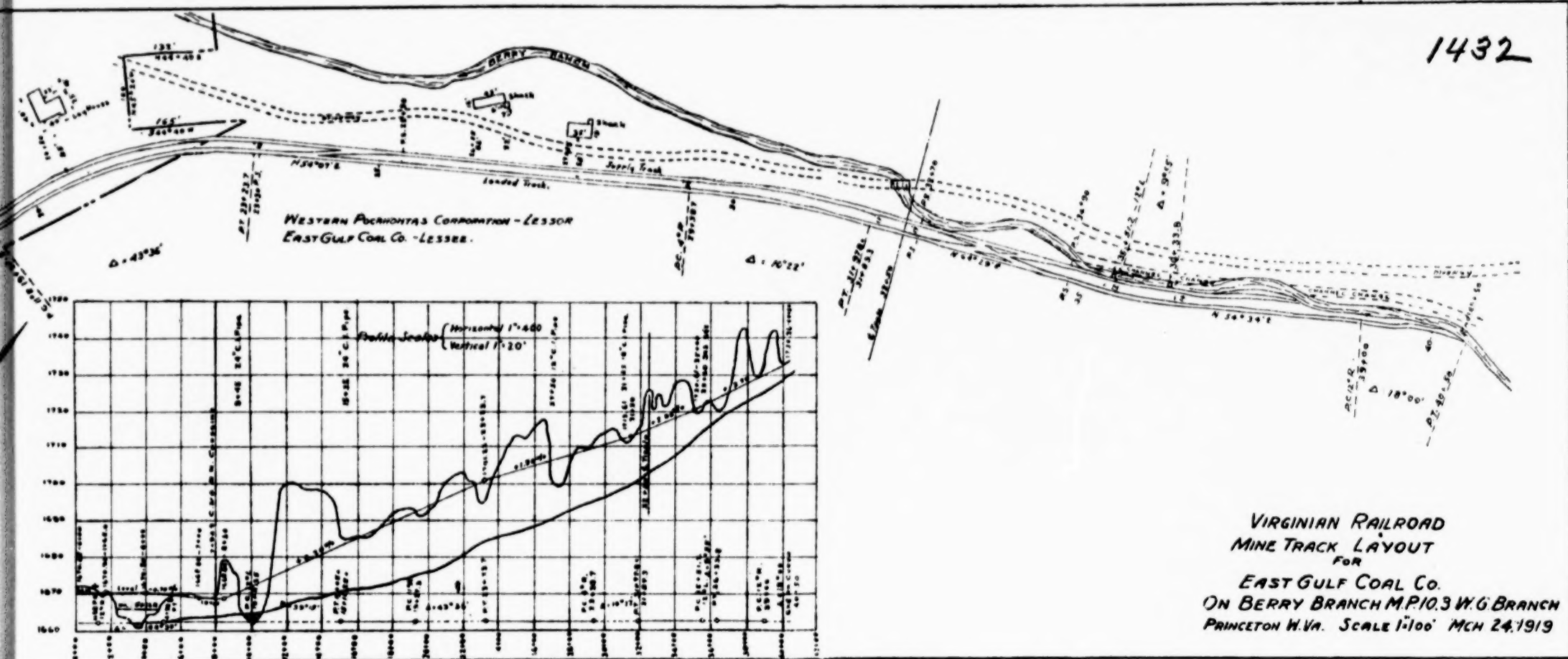
— —, Notary Public. My commission expires on the — day of —, 19—.

[fol. 1431] STATE OF WEST VA.,  
County of Fayette, To-wit:

I, A. D. Robinson, a Notary Public, commissioned, qualified and acting in and for the State and County aforesaid, do hereby certify that on this day personally appeared before me, in my said County, P. M. Snyder, to me personally



1432



A-1571



known and known to me to be the President of East Gulf Coal Company, one of the corporations described in, and the name of which is subscribed to, and which executed the foregoing instrument or the writing hereto annexed, bearing date the 17th day of May, 1919, and personally known to me to be the same person whose name is subscribed to said writing as such President, and being by me duly sworn, he did depose and say: that he resides in Mt. Hope, State of West Va.; that he is the President of East Gulf Coal Company, one of the corporations described in and which executed the foregoing instrument of the writing hereto annexed; that he is authorized by said corporation to execute and acknowledge deeds and other writings of said corporation; that he knows the corporate seal of said corporation, and that one of the seals affixed to the said instrument or writing is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed the same by like order; and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given; and the said P. M. Snyder acknowledged the said writing to be the act and deed of said corporation; and to be his act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of May, 1919.

A. D. Robinson, Notary Public. My commission expires on the 20th day of October, 1926.

STATE OF —, —

— of —, To wit:

I, —, a Notary of the said —, do certify that — whose name is/are signed to the writing above bearing date on the day of —, 19—, has/have this day acknowledged the same before me in my said —.

Given under my hand and official seal this — day of —, 19—.

— —, Notary Public. My Commission expires on the — day of —, 19—.

(Here follows map, side folio page 1432)

Agreement Between the Chesapeake & Ohio Ry. Co., the  
Virginian Ry. Co., and the East Gulf Coal Company,  
November 29, 1919

This agreement, made this 29th day of November, 1919, between The Chesapeake & Ohio Railway Company, a corporation, hereinafter called the "Chesapeake Company," party of the first part, The Virginian Railway Company, a corporation, hereinafter called the "Virginian Company," party of the second part, and the East Gulf Coal Company, a corporation, hereinafter called the "Coal Company," party of the third part.

Whereas, a spur track is to be built from the railway of the Virginian Company, at M. P. 10.2 on the Winding Gulf Branch of the Virginian Company, to reach the mine of the Coal Company on Berry Branch in Raleigh County, W. Va., which spur track will cross at grade the Railway of the Chesapeake Company, as shown on the map hereto attached and made a part hereof; and,

Whereas, the Virginian Company will operate cars and locomotives over said spur track and over said crossing of said spur track with said railway of the Chesapeake Company; and,

Whereas, it is desired to set forth the respective rights and liabilities of the parties hereto in respect to the construction, operation and maintenance of the said crossing:

Now, therefore, for the mutual advantage of the parties hereto it is agreed as follows:

1. The Coal Company shall have the right to construct at grade its spur track which shall cross at grade the Railway of the Chesapeake Company as shown on the map hereto attached. The expense of the construction, maintenance, repairs and renewals of the said grade crossing to be borne by the Coal Company; it being understood that all the work involved in the construction, maintenance, repairs and renewals of the said grade crossing shall be subject to the approval of the Chesapeake Company, and shall be performed so as to interfere as little as practicable with the movement of the trains of the Chesapeake Company. The Chesapeake Company and the Coal Company

hereby gives to the Virginian Company the right to operate its cars and locomotives over said spur track and over said crossing.

2. The Coal Company covenants that it will, when re-[fol. 1434] quested by the Chesapeake Company, or by the Virginian Company, or when required by the public authority, install at said crossing an interlocking cabin and necessary interlocking apparatus and signals; said interlocking cabin, apparatus and signals to be built in accordance with plans to be approved by the Chief Engineer of the Chesapeake Company as shown on blueprint attached hereto and made a part hereof, and marked for identification: "C. & O. R. R. Sketch showing suggested arrangement of signals and derails at connection between Virginian & C. & O. R. R. serving East Gulf Nos. 3 & 4 Mines. No Scale. October 30, 1919."

3. The cost of constructing the crossing and the cost of installing the interlocking cabin, and necessary interlocking apparatus and signals, when the same shall be built, shall be borne by the Coal Company; and the cost of operation, maintenance, repairs and renewals of said crossing, and said interlocking cabin, necessary interlocking apparatus, and signals, when installed, shall also be borne by the Coal Company.

4. The normal position of the interlocking signals is to be clear to the main line of the Chesapeake Company, and when in such position the trains of the Chesapeake Company may proceed.

5. When a train using the track of the Virginian Company wants to pass over the crossing, its trainmen will have to enter the interlocking cabin and change the signals and derails so that the movement can be made, and when the locomotive and cars of said train have passed over the crossing said trainmen are to restore the signals and derails to their normal position, which is to clear to the Chesapeake Company's trains.

6. The trains of the Chesapeake Company shall at all times have preference in the use of said grade crossing over the trains of a similar or inferior class of the Virginian Company; but superior trains of either party shall have

preference over trains of an inferior class of the other party.

7. The Chesapeake Company and the Virginian Company shall respectively be liable for any and assume all damage [fol. 1435] to, or loss or destruction of property, personal injury or loss of life, which may be caused by their respective locomotives or cars, through the acts or omissions of their respective men or joint employees; but in the event of any damage to, or loss or destruction of property, personal injury or loss of life, caused by the joint acts or omissions of the agents or employees of the said Chesapeake Company and the said Virginian Company, then each of said Companies shall sustain without indemnity all damage to or loss or destruction of its own property, and shall be liable for all property in its respective custody; and for all personal injury or loss of life to its employees, or to persons upon its respective locomotives or cars; and if there shall be any damage to, or loss or destruction of property of any third person, or any personal injury or loss of life to any third party, or to a joint employee of the said last mentioned Companies, then each of said last mentioned Companies hereto shall bear one half of the amount required to be paid in settlement of all claims of the said third-party or joint employee; and if either of said last mentioned Companies should be compelled to pay any judgments, costs or expenses, the whole or any part of which by the terms hereof should be borne by the other party hereto, then the party so liable shall promptly reimburse the party making the payment for the amount so paid.

8. The Coal Company shall indemnify and save harmless the Chesapeake Company, and/or the Virginian Company, as their interests may appear, against loss or damage to their respective properties, or to property in their respective custody; and against all loss on account of personal injuries or loss of life, which shall be caused by the acts or omissions of the Coal Company, its agents or employees.

9. Any disagreements arising hereunder shall be submitted to five arbitrators, one of whom shall be chosen by the Chesapeake Company, one by the Virginian Company, one by the Coal Company, and the other two by the three

so chosen, and the decision of such arbitrators, or any four of them, shall be final and binding upon the parties hereto. [fol. 1436] In testimony whereof The Chesapeake & Ohio Railway Company, The Virginian Railway Company and the East Gulf Coal Company have caused these presents to be signed by their respective Presidents, and their respective corporate seals to be hereto affixed and attached by their duly authorized officers, on the day and year first above written.

The Chesapeake & Ohio Railway Company, by (S.) Geo. W. Stevens, President. Attest: (S.) A. Trevett, Secretary. The Virginian Railway Company, by (S.) C. W. Huntington, President. Attest: (S.) Jas. Clarke, Secretary. East Gulf Coal Company, by (S.) P. M. Snyder, President. Attest: (S.) L. S. Tully.

The consent of the Director General of Railroads is hereby given to the execution and delivery of this instrument.

Walker D. Hines, Director General of Railroads, by (S.) C. H. Hix, Federal Manager, Virginian Railroad.

The consent of the Director General of Railroads is hereby given to the execution and delivery of this instrument.

Walker D. Hines, Director General of Railroads, by (S.) Geo. W. Stevens, Federal Manager Chesapeake & Ohio Railway Company.

[fol. 1437] STATE OF VIRGINIA,  
City of Richmond, To wit:

I, A. H. Lane, a Notary Public of said State and City, hereby certify that George W. Stevens, Federal Manager, Chesapeake & Ohio Railroad, whose name is signed to the writing above bearing date on the 29th day of November, 1919, has this day acknowledged the same before me in my said City.

Given under my hand and official seal this 5th day of February, 1920.

My commission expires April 21, 1922.

(S.) A. H. Lane, Notary Public.

STATE OF NEW YORK,

County of New York, To Wit:

I, Henry F. Lohmeyer, a Notary Public of said County do certify that Geo. W. Stevens personally appeared before me in my said County and being by me duly sworn did depose and say that he is the President of The Chesapeake & Ohio Railway Company, one of the corporations described in the writing above, bearing date on the 29th day of November, 1919, authorized by said corporation to execute and acknowledge deeds and other writings of said Corporation, and that the seal affixed to said writing is the corporate seal of the said Corporation, and that said writing was signed and sealed by him in behalf of said Corporation by its authority duly given. And the said Geo. W. Stevens acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand and official seal this 18th day of March, 1920.

My commission expires March 30, 1921.

(S.) Henry F. Lohmeyer, Notary Public.

[fol. 1438] STATE OF NEW YORK,

County of New York, To wit:

I, Mary Van Horn, a Notary Public of said County, do certify that C. H. Hix, Federal Manager, Virginian Railroad, whose name is signed to the writing above bearing date on the 29th day of November, 1919, has this day acknowledged the same before me in my said County.

Given under my hand and official seal this 8th day of March, 1920.

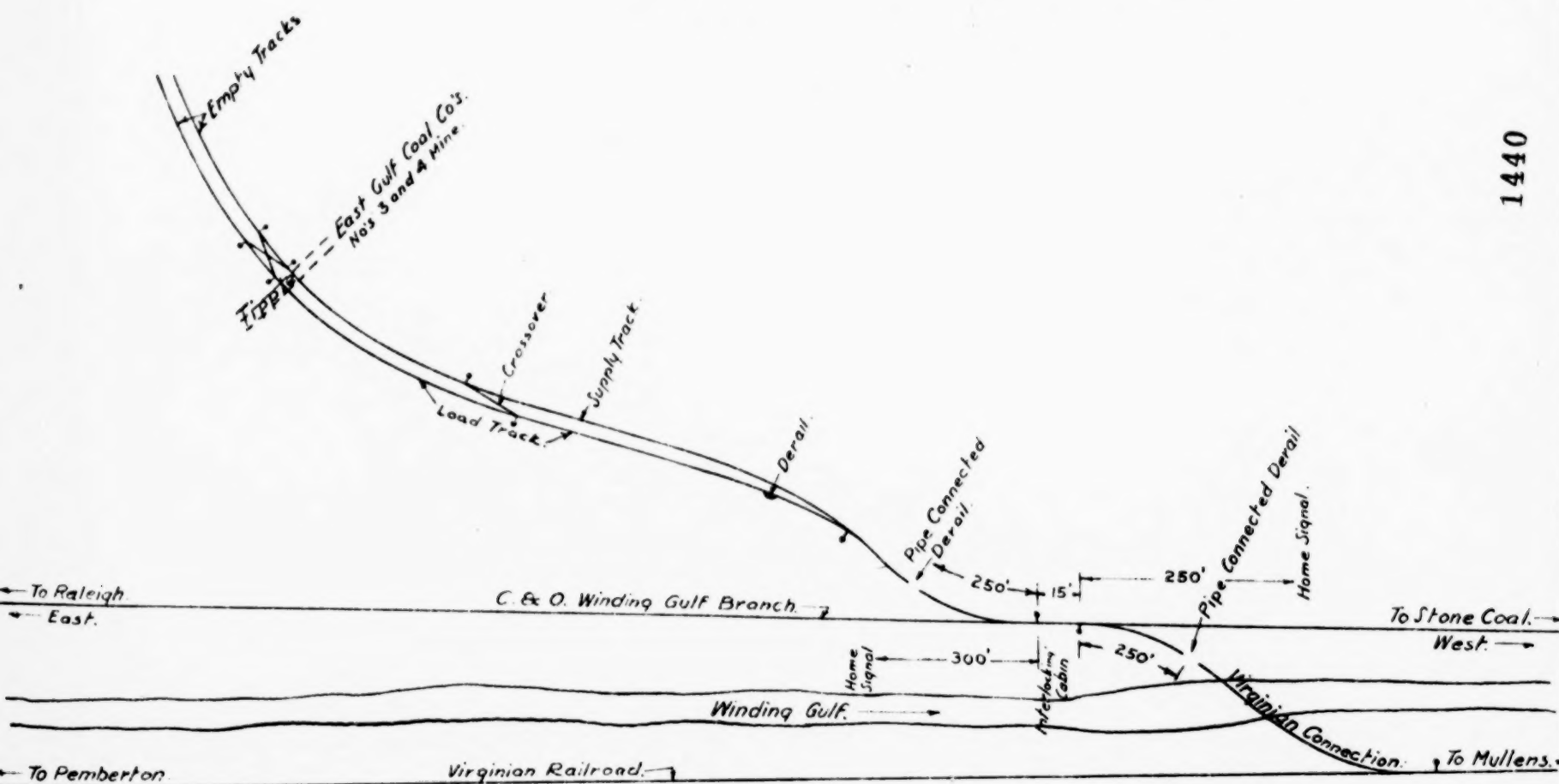
My commission expires March 30, 1920.

(S.) Mary Van Horn, Notary Public.

STATE OF NEW YORK,

County of New York, To wit:

I, Mary Van Horn, a Notary Public of the said County of New York do certify that C. W. Huntington personally appeared before me in my said County and being by me duly sworn did depose and say that he is the President of The Virginian Railway Company, one of Corporations de-



C. & O. R. R.  
 Sketch Showing Suggested Arrangement  
 Of Signals and Derails  
 at Connection Between Virginian and  
 C. & O. R. R. Serving East Gulf No's 3 & 4 Mines.  
 No Scale. October 30, 1919

scribed in the writing above bearing date the 29th day of November, 1919, authorized by said Corporation to execute and acknowledge deeds and other writings of said Corporation, and that the seal affixed to said writing is the corporate seal of the said Corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said C. W. Huntington acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand and official seal this 18th day of March, 1920.

My Commission expires March 30, 1920.

(S.) Mary Van Horn, Notary Public.\*

[fol. 1439] STATE OF WEST VIRGINIA,

County of Fayette, To wit:

I, Willis F. Triplett, a Notary Public of the said County of Fayette do certify that P. M. Snyder personally appeared before me in my said County and being by me duly sworn did depose and say that he is the President of the East Gulf Coal Company, one of the Corporations described in the writing above bearing date the 29th day of November, 1919, authorized by said Corporation to execute and acknowledge deeds and other writings of said Corporation, and that the seal affixed to said writing is the corporate seal of the said Corporation, and that said writing was signed and sealed by him in behalf of said Corporation by its authority duly given. And the said P. M. Snyder acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand and official seal this the 6th day of February, 1920.

(S.) Willis F. Triplett, Notary Public. My commission expires Feb. 8, 1927.

(Here follows map, side folio page 1440.)

Docket No. 13832

Witness: Williamson

In the Supplemental report of the Commission in the Five Per Cent Case, 32 I. C. C. 325 (December 16, 1914) the Commission stated its conclusion at page 331, in part, as follows:

"For various reasons we shall except from the proposed increase the following rates:

“2. Rates on bituminous coal and coke. Not long since these rates were investigated and maximum rates were prescribed by the Commission. The key rates upon bituminous coal—the rate from the Pittsburgh district to Youngstown, and the rate on lake cargo coal to Ashtabula—have been fixed in the light of the various factors which entered into the transportation of such coal. The prevailing rates are remunerative, and the financial condition of the principal bituminous coal carriers is in marked contrast with that of many of the other carriers in official classification territory. Twice in the not distant past the rates on bituminous coal have been increased 5 cents a ton, and would seem now to be as high as may fairly be allowed.”

In the Five Per Cent Case, 31 I. C. C. 351 (July 29, 1914) the Commission stated its conclusion at page 443, in part, as follows:

“In what has preceded we have found, treating as one road the 35 railway systems in official classification territory that have asked for this so-called 5 per cent increase in rates, that their net operating income is insufficient and should be increased. There remains for consideration the question whether the proposed increased in rates should be approved.

"We have seen that the class rates in central freight association territory are on a lower scale than can be found elsewhere in the country, and that many of the commodity [fol. 1442] rates are too low and are probably unremunera-

tive, considering the diversified nature of the traffic. The class rates and many of the commodity rates may therefore with propriety be increased. This approval, however, is subject to the following limitations:

“(a) With respect to certain heavy commodities, namely, brick, tile, clay, coal, coke starch, cement, iron ore, and plaster, protestants made such a showing as to constrain us to hold that the carriers have failed to sustain their burden under the statute.”

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EXHIBIT No. 58

BEFORE THE INTERSTATE COMMERCE COMMISSION

Docket No. 13832

GULF COAL COMPANY

vs.

THE VIRGINIAN RAILWAY COMPANY, and Others

Statement

Complying with my promise to have the Virginian Railway Company files searched for an agreement giving the Chesapeake and Ohio Railway Company access to the No. 5 or “Simrall” Mine of the East Gulf Company, and to file such agreement, if found, with an accompanying statement, if deemed necessary. I find there is no formal agreement in the premises, but there is an agreement, evidenced by correspondence between officers of the two Railway Companies, “that the Virginian Railway Company will give the Chesapeake and Ohio Railway Company the right to cross to the Simrall Mine of the East Gulf Coal Company, the crossing to be at the expense of The Chesapeake and Ohio Railway Company and under the usual and proper restrictions and safeguards,” this agreement was made in April, 1920, in part consideration for rights of way for the Virginian & Western (formerly Virginian-Wyoming) Railway Company, a Virginian subsidiary, through lands of the [fol. 1443] Western Pocahontas Corporation, a Chesapeake

and Ohio subsidiary, and it is expected to be followed by a formal agreement if and when the Chesapeake and Ohio Railway Company desires it.

—, General Counsel the Virginian Railway Company.

### EXHIBIT No. 59

Statement Showing All Cars Received from and Delivered to the C. & O. Railway at Deepwater, West Va., for the Period Jan., 1921, to October, 1922, Incl.

	1921			1922	
	De- livered	Re- ceived		De- livered	Re- ceived
January .....	757	776	January .....	729	815
February .....	743	1,001	February .....	753	853
March .....	719	866	March .....	806	951
April .....	645	719	April .....	844	1,052
May .....	653	732	May .....	1,073	1,159
June .....	621	665	June .....	871	1,172
July .....	686	698	July .....	768	915
August .....	706	807	August .....	598	958
September .....	753	713	September .....	465	668
October .....	712	956	October .....	727	1,129
November .....	948	991			
December .....	1,019	919			
			Total first ten months 1922.	7,535	9,672
Total for 1921.	8,962	9,843	Grand total....	16,497	19,515
			Avg. per mo....	749.6	887.0

C. E. Reynolds, Car Accountant.

Norfolk, Va., November 16th, 1922.

[fol. 1444]

### EXHIBIT No. 60

#### The Virginian Railway Company

Exhibit 60, Filed with Testimony of A. M. Traugott, Showing Increased Expense of Adhering to Ruling Grade of Two-tenths of One per Cent in Constructing the Virginian Railway

Extraordinary expense was incurred in the construction of the Virginian Railway between Princeton, W. Va., and

Sewalls Point, Virginia in adhering to its ruling grade of two-tenths of one per cent operating grade, East Bound and to obtain light curvature and good alignment in order to enable the Railway Company to handle heavy tonnage trains East Bound at the following points:

From Suffolk M. P. 24 to Meherrin M. P. 132:

Between these points revisions of the located line were made, adhering to the ruling grade of two-tenths of one per cent, upon which the final construction was finished. By these revisions the line was shortened three (3) miles, curvature reduced by five hundred (500) degrees and the maximum operating grade shortened three and one-half miles. The revised line involved an estimated increase in costs of \$150,000.00 between these points over the estimated expenditure on the original route.

From Meherrin M. P. 132 to Brookneal M. P. 170:

Between these points revisions of the located line were made, adhering to the ruling grade of two-tenths of one per cent, upon which the final construction was finished. By these revisions the line was shortened four (4) miles and curvature reduced by seven hundred (700) degrees. The revised line involved an estimated increase in cost of \$300,000.00 between these points over the estimated expenditure on the original route.

[fol. 1445] From Leesville M. P. 205 to Roanoke M. P. 243:

Between these points what was known during construction as the Goose Creek Cut-off was made on a revised location to shorten the distance as compared with the original location following the Staunton River, the distance saved being 22 miles, viz, 38 miles by the cut-off as compared with 60 miles by the River. Curvature was reduced by 4,156 degrees. Very heavy construction was involved, and adherence to the ruling grade of two-tenths of one per cent involved an estimated increase in cost of \$930,000, between these points over the estimated expenditure on the original route by the River.

From Fagg M. P. 270 to Shelby M. P. 279:

Between these points revisions of the located line were made upon which the final construction was finished. Very heavy construction was involved by the building of a tunnel one mile long. By these revisions the line was shortened 2.66 miles, curvature reduced by 1,137 degrees and the maximum Helper operating grade shortened by 4.1 miles. The revised line involved an estimated increase in cost of \$100,000 between these points over the estimated expenditure on the original route.

From Kelleysville M. P. 328 to Princeton M. P. 340:

Between these points revisions of the located line were made upon which the final construction was finished. By these revisions the line was shortened 2.54 miles, curvature was reduced by 1,096 degrees and the maximum operating grade shortened by 0.9 miles. The revised line involved an estimated increase in cost of \$260,000.00 between these points over the estimated expenditure on the original route.

At various other points in the 347 miles between Princeton and Sewalls Point minor increases in construction cost resulted from adherence to the ruling grade, amounting in the judgment of the Chief Engineer and myself to an aggregate of \$1,410,000, as compared with various maximum grades, none exceeding six-tenths of one per cent which would have been possible at these points.

[fol. 1446] The above as set out represents revisions made to the original route as located on a two-tenths of one per cent ruling grade. In addition to the above it is believed that if a heavier grade not exceeding six-tenths of one per cent was used at various places, construction expense could have been decreased about \$2,000,000.

The aggregate of the several amounts hereinabove set forth is \$5,170,000, and is intended and believed to be a conservative estimate of the increased cost of construction of the 347 miles of the Virginian Railway between Princeton and Tidewater resulting from adherence to the ruling grade against eastbound traffic of two-tenths of one per cent. This is necessarily an estimate since in most cases the necessary work to determine the precise cost of locations cheaper to build but more expensive to operate was not done, but this estimate has been made after a careful

review of the data in the files of the Railway Company and is believed and intended to be as accurate as practicable and conservative.

— — —, Assistant Chief Engineer.

AMT:J.

[fol. 1447]

# EXHIBIT IN EVIDENCE

Statement Showing Average Delay Virginian Coal Cars from Mines to Jarratt, Jarratt to Mines, Delay off Line, and Average Delay from Mines to Jarratt and Return, Including Time off Line.

July to December, 1920:

		Days
Avg. Delay	Mines to Jarratt	4 2
" "	Jarratt to Mines	4 0
" "	Off Line	13 3
" "	Mines to Jarratt and return (Including time Off Line)	21 5

January to December, 1921:

Avg. Delay	Mines to Jarratt	5 8
" "	Jarratt to Mines	5 6
" "	Off Line	11 3
" "	Mines to Jarratt and return (Including time Off Line)	22 7

January to June, 1922:

Avg. Delay	Mines to Jarratt	5 1
" "	Jarratt to Mines	5 0
" "	Off Line	10 4
" "	Mines to Jarratt and return (Including time Off Line)	20 5

July, 1920, to June, 1922:

Avg. Delay	Mines to Jarratt	5 2
" "	Jarratt to Mines	5 1
" "	Off Line	11 6
" "	Mines to Jarratt and return (Including time Off Line)	21 9

C. E. Reynolds, Car Accountant.

Norfolk, Va., November 9th, 1922.

[fol. 1448]

## EXHIBIT IN EVIDENCE

Statement Showing Average Delay Virginian Coal Cars from Mines to Altavista, Altavista to Mines, Delay Off Line, and Average Delay from Mines to Altavista and Return, Including Time Delayed Off Line.

July, 1920, to December, 1920:

	Days
Avg. Delay Mines to Altavista.....	5 0
“ “ Altavista to Mines.....	3 8
“ “ Off Line.....	10 0
“ “ Mines to Altavista and Return (Including time off Line).....	18 8

January, 1921, to December, 1921:

Avg. Delay Mines to Altavista.....	4 7
“ “ Altavista to Mines.....	4 5
“ “ Off Line.....	9 5
“ “ Mines to Altavista and Return (Including time off Line).....	18 6

January, 1922, to June, 1922:

Avg. Delay Mines to Altavista.....	3 7
“ “ Altavista to Mines.....	4 9
“ “ Off Line.....	9 5
“ “ Mines to Altavista and Return (Including time off Line).....	18 1

July, 1920, to June, 1922:

Avg. Delay Mines to Altavista.....	4 5
“ “ Altavista to Mines.....	4 4
“ “ Off Line.....	9 6
“ “ Mines to Altavista and Return (Including time off Line).....	18 5

C. E. Reynolds, Car Accountant.

Norfolk, Va., November 9, 1922.

[fol. 1449]

## EXHIBIT IN EVIDENCE

Statement Showing Average Delay Virginian Coal Cars  
from Mines to Alberta, Alberta to Mines, Delay Off Line,  
and Average Delay from Mines to Alberta and Return,  
Including Time Delayed Off Line.

July, 1920, to December, 1920:

	Days
Avg. Delay Mines to Alberta.....	4 9
" " Alberta to Mines.....	4 1
" " Off Line.....	23 6
" " Mines to Alberta and return (In- cluding time off line).....	32 6

January to December, 1921:

Avg. Delay Mines to Alberta.....	5 6
" " Off Line.....	12 4
" " Mines to Alberta and return (In- cluding time off line).....	22 9

January to June, 1922:

Avg. Delay Mines to Alberta.....	4 8
" " Alberta to Mines.....	5 3
" " Off Line.....	14 0
" " Mines to Alberta and return (In- cluding time off line).....	24 1

July, 1920, to June, 1922:

Avg. Delay Mines to Alberta.....	5 2
" " Alberta to Mines.....	4 8
" " Off Line.....	15 6
" " Mines to Alberta and return (In- cluding time off line).....	25 6

C. E. Reynolds, Car Accountant.

Norfolk, Va., November 9th, 1922.

[fol. 1450]

## EXHIBIT IN EVIDENCE

Statement of New River Tonnage Handled by Mitchell & Dillon Coal Company in Chicago Market Between April 1st, 1921, and October 31st, 1922.

## 1921.

April .....	140 cars.	7,000 tons.
May .....	168 "	8,400 "
June .....	115 "	5,750 "
July .....	75 "	3,750 "
August .....	142 "	7,100 "
September .....	170 "	8,500 "
October .....	240 "	12,000 "
November .....	225 "	11,250 "
December .....	113 "	5,650 "

## 1922.

January .....	219 "	10,950 "
February .....	250 "	12,500 "
March .....	227 "	11,350 "
Total .....	<u>2,084</u> "	<u>104,200</u> "

## 1922.

April .....	242 "	12,100 "
May .....	313 "	15,650 "
June .....	180 "	9,000 "
July .....	92 "	4,600 "
August .....	85 "	4,250 "
September .....	114 "	5,700 "
October .....	114 "	5,700 "
Total .....	<u>1,140</u> "	<u>57,000</u> "

[fol. 1451]

## EXHIBIT IN EVIDENCE

Chesapeake & Ohio Railway Coal Loadings (Net Tons)  
from Mine of Gulf Smokeless Coal Company, at Tams,  
W. Va.

1921.	Tidewater	Inland east	Inland west
January .....		5,860	1,500
February .....	660	3,730	2,250
March .....		9,330	2,540
April .....		12,070	6,830
May .....	7,290	8,880	7,520
June .....	8,140	8,330	5,180
July .....	4,650	2,820	1,950
August .....	7,710	9,170	3,940
September .....	2,190	9,540	4,750
October .....		7,240	10,260
November .....		7,700	8,270
December .....		5,960	2,360
1922.			
January .....		10,390	6,390
February .....		7,420	8,840
March .....	70	4,810	8,180
April .....		10,780	10,120
May .....		11,530	8,060
June .....	4,930	7,280	2,750
July .....	6,250	5,820	3,340
August .....	9,280	2,470	500
Total .....	51,170	151,130	105,530
Percentages .....	16.6	49.1	34.3

[fol. 1452]

## EXHIBIT No. 5-A

## Local Virginian Mines

Name of mine	Name of Company	Shipping Address	
Virginian Smo. ..	Virginian Smo. Fuel Co. ....	Newlest,	W. Va.
Miller Poca. ....	Miller Poca. Coal Co. ....	Corinne,	" "
Wyoming .....	Wyoming Coal Co. ....	Wyco,	" "
Iroquois .....	Iroquois Coal Min. Co. ....	Iroquois,	" "
Devils Fork .....	Devils Fork Coal Co. ....	Devils Fork,	" "
East Gulf #5 ....	East Gulf Coal Co. ....	Simrall,	" "

Name of mine	Name of Company	Shipping Address
Woodbay .....	Low Vol. Con. C. Co.....	Woodbay, " "
Big Stick .....	Pemberton C. & C. Co.....	Big Stick, " "
Hot Coal .....	Gulf Coal Co. ....	Hot Coal, " "
Misletoe .....	Lynwin Coal Co. ....	Misletoe, " "
Winding Gulf ...	Winding Gulf Colliery Co.....	Winding Gulf, " "
Affinity .....	Pemberton C. & C. Co.....	Affinity, " "
Ragland .....	Low Vol. Con. Coal Co.....	Pemberton, " "
Piney Creek .....	Piney Creek Coal Co.....	Wiley, " "
Phillips .....	Pemberton C. & C. Co.....	Abney, " "
Spencer Fork .....	Spencer Fork Coal Co.....	Bowyer, " "
Bacontown #1 ...	Wilton Smo. Coal Co.....	Bacontown, " "
Ralco .....	Raleigh Fire Creek C. Co.....	Ralco, " "
Douglass #2 .....	Douglass Coal Co. ....	Fireco, " "
Bacontown #2 ...	Wilton Smo. Coal Co.....	Bacontown, " "
Leckie #2 .....	Leckie Fire Creek Coal Co.....	Fireco, " "
Lillybrook #2 ...	Lillybrook Coal Co. ....	Fireco, " "
Amigo .....	Amigo Coal Co. ....	Amigo, " "
Bob .....		
Beards Fork ....	Loop Creek Coll. Co.....	Beards Creek, " "
Page .....	Loop Creek Coll. Co.....	Page, " "
Glenco .....	Glencoe Coal Co.....	Page, " "
Lick Fork .....	Lick Fork Coal Co.....	Lick Fork, " "

[fol. 1453]

Ingram Branch ..	Ingram Branch Coal Co.....	Ingram Branch, " "
Long Branch ....	Long Branch Coal Co.....	Long Branch, " "
Summit .....	Summit Coal Co. ....	Metalton, " "
Neal .....	Neal Coal Co. ....	Lester, " "
Slab Fork #1 ....	Slab Fork Coal Co.....	Slab Fork, " "
Slab Fork #5 ....	Slab Fork Coal Co.....	Slab Fork, " "
Glen Rogers .....	Raleigh-Wyoming C. Co. ....	Glen Rogers, " "
Otsego .....	Sabine Coll. Corp. ....	Otsego, " "
Calorie .....	Smith Poca, Coal Co.....	Calorie, " "
Trace Fork .....	Trace Fork Coal Co.....	Tracoal, " "
Mead Poca. ....	Mead Poca, Coal Co.....	Tralee, " "
Itmann #17 .....	Poca, Fuel Co.....	Itmann, " "
Harty .....	Harty Coal Co. ....	Tralee, " "
Barker Creek #1 ..	Barkers Creek C. Co.....	Barkers Creek, " "
Alpoca .....	Alpoca Poca, Coal Co.....	Alpoca, " "
Koerner .....	Barkers Creek Coal Co.....	Barkers Creek, " "
Thermo Poca. ....	Thermo Poca, Coal Co.....	Bud, " "
Monticello .....	Monticello Smo. Coal Co.....	Montecarlo, " "
Flat Top .....	Flat Top Poca, Coal Co.....	Herndon, " "
Covel .....	Covel Smo. Coal Co.....	Covel, " "
Micajah Poca. ...	Micajah Poca, Coal Co.....	Micajah, " "
America .....	American Coal Co. of Allegheny Co. ....	America, " "
J. A. Wood.....	J. A. Wood Coal Co.....	Amigo, " "
Wacomah. ....		

## Joint Mines (Vgn. and C. &amp; O.)

East Gulf #3 ....	East Gulf Coal Co.....	Helen, W. Va.
Tams .....	Gulf Smokeless Coal Co.....	Tams, " "
Stotesbury .....	E. E. White Coal Co.....	Stotesbury, " "
MacAlpin .....	MacAlpin Coal Co. ....	MacAlpin, " "
Pemberton Fuel..	Pemberton Fuel Co. ....	Pemberton, " "
Lillybrook #4 ...	Lillybrook Coal Co. ....	Sullivan, " "
Minter .....	E. C. Minter Coal Co.....	Francis, " "

[fol. 1454]

Name of mine	Name of Company	Shipping Address
Rhodell	Rhodell Coal Co.	Rhodell, " "
Tommy Creek	Tommy Creek Coal Co.	Tommy Creek, " "
C. H. M. #1	C. H. Mead Coal Co.	East Gulf, " "
Killarney	Mead-Tolliver Coal Co.	Killarney, " "
Vanwood	Wood Sullivan Coal Co.	Vanwood, " "
Besoco	Beckley Poca. C. Co.	Besoco, " "
Clyde	Beckley Poca. C. Co.	Besoco, " "
Laurel	Laurel Smo. Coal Co.	Lego, " "
Lego	Fire Creek Smoke Fuel Co.	Lego, " "
Pickshin	Pickshin Coal Co.	Pickshin, " "
L. & H. #3	Lillybrook Coal Co.	Lillybrook, " "
Lillybrook #1	Lillybrook Coal Co.	Lillybrook, " "
Princewick	Princewick Coal Co.	Princewick, " "
Crab Orchard	Crab Orchard Fuel Co.	Crab Orchard, " "
Viacova	Viacova Smo. Coal Co.	Viacova, " "
Raleigh #1	Raleigh Coal & Coke Co.	Raleigh, " "
Raleigh #3	Raleigh Coal & Coke Co.	Raleigh, " "
Raleigh #6	Raleigh Coal & Coke Co.	Raleigh, " "
Mabscott	Mabscott Coal & Coke Co.	Mabscott, " "
Beckley	White Oak Coal Co.	Beckley, " "
Cranberry #1	Cranberry Fuel Co.	Cranberry, " "
Cranberry #2	Cranberry Fuel Co.	Skelton, " "
Cranberry #3	Cranberry Fuel Co.	Sprague, " "
City #2	City Coal Co.	Mabscott, " "
White Stick	White Stick Coal Co.	Beckley, " "
Lochgelly	Stuart Coll. Co.	Lochgelly, " "
Summerlee	Stuart Coll. Co.	Summerlee, " "
Oakwood	White Oak Fuel Co.	Oakwood, " "
Scarbrow	White Oak Fuel Co.	Scarbrow, " "
Whipple	White Oak Fuel Co.	Whipple, " "
Price Hill	Price Hill Coll. Co.	Prince Hill, " "
Nichol	*Nichol Coll. Co.	Glen Jean, " "
Sun	*New River Coll. Co.	Sun, " "

[fol. 1455]

Sunset	xSunset Mining Co.	Glen Jean, " "
Derryhale	xMcKell C. & C. Co.	Derryhale, " "
Dunloop	*Dunn Loop Coal & Coke Co.	Dunn Loop, " "
Catherine	xCatherine Coal Co.	Glen Jean, " "
Capece	xC. P. Calloway	Glen Jean, " "
Sugar Creek	*Sugar Creek Coal & Coke Co.	Macdonald, " "
Tamroy	xMcKell Coal & Coke Co.	Tamroy, " "
Oswald	xMcKell Coal & Coke Co.	Oswald, " "
Kilsyth	xMcKell Coal & Coke Co.	Kilsyth, " "
Lee	xLee Coal Co.	Glen Jean, " "
Packs Branch	xPacks Branch Coal Co.	Packs Branch, " "
Fayral	xFayral Coal Co.	Kilsyth, " "
Willis Branch	Willis Branch Coal Co.	Willis Branch, " "
Eccles #3	New River Coll. Co.	Eccles, " "
Eccles #5	New River Coll. Co.	Eccles, " "
Eccles #6	New River Coll. Co.	Eccles, " "
Glen White	E. E. White Coal Co.	Glen White, " "

## Joint Mines (Vgn. and N. &amp; W.)

Algonquin	Algonquin Coal Co.	Algonquin, W. Va.
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\*Track connection with both Kanawha, Glen Jean & Eastern and Chesapeake & Ohio.

x Track connection with Kanawha, Glen Jean & Eastern only.

[fols. 1456-1458] IN UNITED STATES DISTRICT COURT

**Exhibit in Evidence**

BEFORE INTERSTATE COMMERCE COMMISSION, WASHINGTON

SECRETARY'S CERTIFICATE

I, George B. McGinty, Secretary of the Interstate Commerce Commission, do hereby certify that the attached are true copies of the following:

Transcript of the stenographer's notes of the hearing held at Washington, D. C., February 5, 1923, before Examiner Hunter, and of exhibits filed at said hearing.

Petition for reopening, argument before full Commission, and postponement of effective date of order by the Virginian Railway Company filed March 28, 1925.

Reply of complainants to defendant's petition filed April 7, 1925.

Order of the Commission entered April 14, 1925.

Petition for reopening and modification of order filed by the Virginian Railway Company April 28, 1925.

Answer on behalf of complainants to petition of the Virginian Railway Company filed May 2, 1925.

Answer of the Chesapeake & Ohio Railway Company to petition of Virginian Railway Company for reopening and modification of order filed May 9, 1925.

Order of the Commission entered May 11, 1925.

Petition for modification of the Commission's order by the Virginian Railway Company filed May 14, 1925, and

Order of the Commission entered May 14, 1925, in cases No. 14454, Wyoming Coal Company et al. v. Virginian Railway Company et al., and 13832, Gulf Coal Company v. Virginian Railway Company, et al.

In witness whereof I have hereunto set my hand and affixed the Seal of said Commission this 12th day of June, A. D. 1925.

George B. McGinty, Secretary of Interstate Commerce Commission. (Seal.)

[fol. 1459] BEFORE INTERSTATE COMMERCE COMMISSION

Docket No. 14454

WYOMING COAL COMPANY et al., Complainants,

VS.

THE VIRGINIAN RAILWAY COMPANY et al., Defendants

Docket No. 13832

GULF COAL COMPANY, Complainant,

VS.

THE VIRGINIAN RAILWAY COMPANY et al., Defendants

### **Statement of Evidence**

Hearing Room, I. C. C. Building,  
Washington, D. C., Monday, February 5, 1923.

Met pursuant to notice at 10 o'clock a. m. before Examiner Hunter.

#### **APPEARANCES OF COUNSEL**

Mr. Francis B. James, Mr. E. E. Williamson, and Mr. [fol. 1460] Ewing H. Scott, 804-808 Westory Bldg., Washington, D. C., appearing for complainants.

Mr. James W. Carmalt, Southern Bldg., Washington, D. C.; Mr. E. W. Knight, Charleston, W. Va., and Mr. W. H. T. Loyall, Norfolk, Va., appearing for the Virginian Railway Company, defendant.

Mr. S. B. Avis, Charleston, W. Va., appearing for MacAlpin Coal Company, et al., interveners.

Mr. George T. Bell, Woodward Bldg., Washington, D. C., appearing for the Scotia Coal & Coke Company and other Chesapeake & Ohio local operators who intervene in Docket 13832.

Mr. A. R. Yarborough, Charleston, W. Va., appearing for the Kanawha Coal Operators Association and the Logan Coal Operators Association, interveners.

Mr. S. C. Higgins, Traffic Manager, Box 336 Mount Hope, W. Va., appearing for the New River Coal Operators Association, and other interveners.

## Proceedings

## COLLOQUY BETWEEN EXAMINER AND COUNSEL

Examiner Hunter: The Interstate Commerce Commission has set for hearing at this time and place Docket No. 14454, Wyoming Coal Company, et al., v. The Virginian Railway Company, et al. Also Docket 13832, Gulf Coal [fol. 1461] Company, v. The Virginian Railway Company, et al., has been set for further hearing. Is it the desire of the parties to stipulate that the record in Docket 13832 shall be considered a part of the record in Docket No. 14454 and that the two cases be consolidated for hearing today?

Mr. Scott: That is the wish of the complainants.

Mr. Carmalt: That is also the wish of the Virginian Railway Company, defendant. I filed a motion last week to effect that, and stated therein that that was agreeable to Mr. Scott.

Examiner Hunter: The two cases will be consolidated, and the full record will consist of the testimony previously taken in Docket 13832 and such testimony as may be taken today.

Who appears for complainants, and please state whether you appear for the complainants in both cases or in one.

Mr. Scott: E. E. Williamson and E. H. Scott appear for the complainants in both cases. Also the interveners in Docket 13832, who are complainants in Docket 14454.

Examiner Hunter: Who appears for the defendants?

Mr. Carmalt: Mr. Examiner, I appear for the Virginian Railway, and with me Mr. E. W. Knight, General Counsel, Charleston, W. Va., and Mr. W. H. T. Loyall, General Solicitor, Norfolk, Va. We appear for the Virginian Railway in both cases.

[fol. 1462] Examiner Hunter: Are there any interveners?

Mr. Avis: I desire to file an intervening petition in behalf of the MacAlpin Coal Company; Slab Fork Coal Company; Alpha Pocahontas Coal Company; Barkers Creek Coal Company; Beekley Coal & Coke Company; Beekley Pocahontas Coal Company; Crab Orchard Fuel Company; Cranberry Fuel Company; Dunn Loop Coal & Coke Company; East Gulf Coal Company; Glencoe Coal Company; Harty Coal Company; Lillybrook Coal Company; Long

Branch Coal Company; Lee Coal Company; Lick Fork Colliery Company; McKell Coal & Coke Company; Mabscott Coal & Coke Company; Micajah Pocahontas Coal Company; Monticello Smokeless Coal Company; Mead-Pocahontas Coal Company; New River Collieries Company; Pickshin Coal Company; Prince Wick Coal Company; Pemberton Coal & Coke Company; Pemberton Fuel Company; Raleigh-Wyoming Coal Company; Raleigh Fire Creek Coal Company; Sabine Collieries Corporation; Stuart Colliery Company; Smith-Pocahontas Coal Company; Thermo-Pocahontas Coal Company; Tommy Creek Coal Company; Wood-Sullivan Coal Company; E. E. White Coal Company; Willis Branch Coal Company; White Oak Fuel Company; Winding Gulf Colliery Company; Raleigh Coal & Coke Company.

Those companies, 38 in number, operate on the lines of the Virginian Railroad and this petition in intervention is in opposition to so much of the complaint as prays for the through routes and joint rates.

[fol.1463] Examiner Hunter: This intervening petition will be filed.

Mr. Bell: Mr. Examiner, I desire to intervene in Docket No. 14454 on behalf of the Scotia Coal & Coke Company and other local operators on the Chesapeake & Ohio who intervened in the Gulf Coal Company case, and for brevity, they adopt the allegations of the intervening petition that has just been filed by the MacAlpin Coal Company and others. I might elaborate on that just a little bit, Mr. Examiner, to the effect that while the interveners on whose behalf the petition has just been filed by Mr. Avis, are located on the Virginian, the operators whom I represent are located on the Chesapeake & Ohio and their only interest in this proceeding at this time is to oppose the promulgation of through routes and joint rates to the West?

Mr. Yarborough: A. R. Yarborough, Charleston, W. Va. I would like to file a petition in intervention for the Kanawha Coal Operators Association and the Logan Coal Operators Association, protesting against the establishment of through routes and joint rates via Deep Water and the Virginian.

Examiner Hunter: This petition will be received.

Mr. Scott: Will it be necessary to make any announcement on the record as to the manner in which the pages will be numbered?

Examiner Hunter: Yes. The reporter will number the [fol. 1464] pages beginning today, consecutively from the end of the testimony taken in Docket 13832, and the exhibits will also be numbered in numerical order.

The complainant may proceed.

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Mr. Scott: We will call Mr. W. F. Tams.

W. F. TAMS was thereupon called as a witness and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. What is your full name?

A. W. F. Tams.

Q. And where do you reside?

A. Tams, W. Va.

Q. What is your business, Mr. Tams?

A. Coal mining.

Q. With what company are you connected?

A. With the Gulf Smokeless Coal Company; the Gulf Coal Company; and the Wyoming Coal Company.

Q. What is your official connection with each of those companies?

A. General manager.

By Mr. Carmalt:

Q. General manager of all of them?

A. Yes, sir.

By Mr. Scott:

Q. By experience and training you are a civil engineer, [fol. 1465] are you not, Mr. Tams?

A. Yes, sir.

Q. Along what lines has your experience as an engineer been, generally?

A. It has been along railroad construction work and coal mining work.

Q. With what railroads were you connected at various times?

A. I was connected with the Illinois Central; the Seaboard Air Line; the Chesapeake & Ohio Railway. I was with the Chesapeake & Ohio Railway about 12 years.

Q. In what capacity were you connected with the Chesapeake & Ohio Railway?

A. From the fall of 1912, until March, 1918, in charge of construction work on the Richmond Division and the Newport News terminal.

Q. Were you connected with the Chesapeake & Ohio Railway at the time the Deep Water yard was laid out?

A. Yes, sir.

Q. Did you participate in any manner in the planning of the Deep Water yard?

A. Yes. I got up an estimate and plan for the Deep Water yard which was after modified in conference between the then manager of the Chesapeake & Ohio C. E. Doyle, and Mr. Dupuy, the head of the Virginian at that time.

Q. In what material respects did the plans as finally [fol. 1466] adopted differ from the original plans which you drew?

A. The capacity of the yard was cut down from over 350 cars, as I recollect, to the present capacity of about 200 cars.

Q. Did you consider it at that time feasible to lay out the yard at Deep Water with a capacity of 350 cars?

A. Yes, sir.

Q. Have you read the testimony of W. P. Tams, Docket 13832, relating to the Deep Water yard, particularly his testimony with reference to the present capacity and feasibility of enlarging the present tracks?

A. Yes, sir.

Q. To save time will you confirm the testimony that Mr. Tams gave in the other case?

A. Yes. I will say that it is perfectly practical and feasible to extend the yard eastward a thousand feet or more without undue expense. Also to put in a switching lead, extending further east if necessary, at a not unwarranted expense.

Q. With those enlargements how many cars would the enlarged tracks accommodate?

A. About 350.

Q. Are you familiar with the interchange yards at Pemberton, W. Va.?

A. Yes, I am.

Q. Have you personally inspected the yards at that point?

[fol. 1467] A. I am.

Q. Will you briefly describe the tracks at that point, and the facilities for interchange?

A. At Pemberton?

Q. At Pemberton.

A. There are two yards or interchange tracks at Pemberton of 60 cars capacity each. The cars which the Virginian Railway delivers to the Chesapeake & Ohio for loading at the Raleigh and the Cranberry mines pass through those tracks. Also the cars going to the mines served locally by the Virginian Railway, from Pemberton to the upper end of the Piney Creek Branch are distributed from those yards, and assembled again there after being loaded.

By Mr. Carmalt:

Those 60-car yards are one on each railroad?

A. No, sir. They are both on the Virginian Railroad.

Q. Not on the Chesapeake & Ohio?

A. No, sir. The Chesapeake & Ohio has tracks close to Pemberton.

By Mr. Scott:

Q. I did not understand whether you stated whether coal coming off of the upper Piney Creek Branch of the Virginian Railway was interchanged?

A. It is assembled there in the trains for movement from Pemberton to Princeton.

Q. Have you any information as to how many cars per day might be passed through the interchange yards at [fol. 1468] Pemberton?

A. The records of the Virginian Railway for the month of October, 1922, show that there were loaded on the joint mines beyond Pemberton, that is, the Raleigh and Cranberry mines, 1,000 equivalent 50-ton cars. That is in round

numbers. Nine hundred and ninety some. Above Pemberton at the local Virginian mines there was loaded 716, I think, making a total of 1,716 or 1,720 equivalent 50-ton cars loaded and interchanged through the Pemberton yard tracks in the month of October.

Q. The capacity of those tracks you say is 120 cars?

A. 120 cars; 60 cars each. There was a larger movement previous.

Q. What is the largest movement, Mr. Tams, of which you have any ready reference, if you have reference to the larger movements?

A. Well, during the month of July, 1920, according to the records, there were approximately 1,200 equivalent 50-ton cars interchanged with the Chesapeake & Ohio Railroad at Pemberton and approximately 1,000 50-ton cars loaded at the local Virginian mines above Pemberton. These figures do not include the loadings for Affinity mine. It is my impression that the loads from the Affinity mine are brought into Pemberton yards before being handled to Princeton, but I am not certain about the Affinity mine.

[fol. 1469] By Mr. Carmalt:

May I interrupt for a moment to ask whether the cars that reported as interchanged at Pemberton, are cars moving from the Chesapeake & Ohio mines to the Chesapeake & Ohio?

A. No, sir. The Virginian cars delivered empty to the Chesapeake & Ohio and received back loaded from the Chesapeake & Ohio. That is entirely separate from the operation of the Stone Coal Branch by the Chesapeake & Ohio.

Q. Those are cars that have gone over onto the Piney Branch of the Virginian?

A. Yes, sir. Cars going empty off of the Virginian onto the Piney Branch and received back loaded.

By Mr. Scott:

Q. It is an actual interchange operation, as I understand it?

A. Yes, sir.

By Mr. Carmalt:

Q. But it is the Piney Branch of the Chesapeake & Ohio and not the Virginian?

A. Yes, the Piney Branch of the Chesapeake & Ohio.

Q. That is to cover mines from which the Virginian publishes rates on the Piney Branch of the Chesapeake & Ohio?

A. It covers from Viacova to and including Westwood and the Cranberry mine. I am not familiar with the rates.

By Mr. Scott:

Q. For that movement which you described during July, 1920, did you state what that would make the average interchange movement per day?

[fol. 1470] A. That would make the average interchange movement per day about 75 cars, but as a matter of fact, operating conditions are such that there are bound to have been days when 80 or 90 or more cars were interchanged through the Pemberton yards.

Q. When you say 75 cars you mean 75 cars each way?

A. Yes, each way per day. That is, taking 30 days in the month, 2,200 cars the total for the month.

Q. There would be 150 cars pass through the yard?

A. 150 cars would pass through the yard.

Q. Have you made any investigation to ascertain whether the tracks at Pemberton are capable of enlargement?

A. Yes. The yard could be enlarged.

Q. To what extent do you estimate?

A. Two additional tracks could be put in there, of 60 cars each.

Q. Which would make a total capacity of about 240 cars?

A. Yes, sir.

Q. Now, is there interchanged between the Chesapeake & Ohio Railway and the Virginian Railway at Stone Coal Junction?

A. Yes.

Q. Will you briefly describe the capacity of that interchange yard and the movement through the yards if you have any particular information as to the movement?

[fol. 1471] A. There are four interchange tracks at Stone Coal Junction with an approximate capacity of 60 cars each,

or a total of 240 cars. The Chesapeake & Ohio Railway delivers empty cars to the Virginian at Stone Coal Junction. The Virginian distributes those cars at mines on the Stone Coal Branch between Stone Coal Junction and Prince Wick; brings the loaded cars back to Stone Coal Junction, delivering them to the Chesapeake & Ohio and the interchange tracks there.

Q. Do you have any record of the number of cars passing through Stone Coal interchange yards?

A. In the month of June, 1922, there were 1,810 cars passing through the Stone Coal yards. That is to say, there were 1,800-odd cars loaded at the Stone Coal mines for shipment over the Chesapeake & Ohio Railway, which passed through the yard.

By Examiner Hunter:

Q. In your statement of the number of cars passing through the yards, that means the number of loaded cars?

A. That means the number of loaded cars and there is the same number of empty cars. I did not make that clear as to Stone Coal Junction, but Mr. Scott brought that point out as regards Pemberton. There were 1,800 cars each way in June.

By Mr. Scott:

Q. Have you anything further you wish to say in that connection? Any specific figures as to movements through [fol. 1472] Stone Coal Junction?

A. No. These are the only figures that I have in mind now as to the movements through Stone Coal. You do not mean now as to any other possibilities?

Q. I thought possibly you had some other figures?

A. You mean as to the possibilities of other operations through Stone Coal?

Q. No. I thought perhaps you had some specific figures as to a greater movement than you described?

A. No. I did not look any further back than April, 1922, and apparently June, 1922, which was the last month of free car supply, in the New River district on the Chesapeake & Ohio, was the heaviest month.

Q. Then you say that in your judgment the Stone Coal interchange tracks are used to their full capacity?

A. Not at the present time, nor were they in June. In my judgment the limiting factors in June were the grades, and the absence of passing tracks between Stone Coal Junction and Tunnel Siding on the Chesapeake & Ohio. That limited the movement for Stone Coal Junction much more than the interchange facilities.

Q. I will show you a map, Mr. Tams, that will be offered later as an exhibit, and I will ask you a question or two as to the various operations.

Mr. Scott: Mr. Examiner, for reference, we might mark [fol. 1473] this exhibit.

Examiner Hunter: Yes. If there is no objection this exhibit will be received as Exhibit No. 61.

(The map referred to was received in evidence, marked "Complainants' Exhibit No. 61, Witness 'Tams,'" and the same is forwarded herewith.)

By Mr. Scott:

Q. Mr. Tams, assuming that there might be a westbound movement of coal from the mines of the complainant at Wyco, Devil's Fork and Corinne, how would you say that the movement from those mines to Stone Coal Junction would compare, from a physical standpoint, with the movement from Prince Wick and other mines on the Stone Coal Branch of the Virginian Railway?

A. Well, I would say that it would take no more work to move cars from between Stone Coal Junction and Devil's Fork, Wyco and Corinne and return them to Stone Coal Junction loaded than it would to move the empties from Stone Coal Junction to points between Besoco and Prince Wick.

Q. How do the distances compare?

A. From Stone Coal Junction to Prince Wick, I think is approximately 8 miles. From Stone Coal Junction to Allen, which is a point at which the loads from Wyco mine would go onto the Winding Gulf branch is four miles, I think. From Corinne to Stone Coal Junction is approximately 6 miles. In placing the cars at the Prince Wick mine and the [fol. 1474] Lillybrook and Pickshin mines, the empties are raised through a vertical height of approximately 400 feet in that distance of 8 miles, Prince Wick being at an eleva-

tion of around 2,000 feet above sea level, Stone Coal Junction 1,600 feet above sea level. Allen is 100 feet lower than Stone Coal Junction and Corinne about 150 feet lower than Stone Coal Junction. It would not appear to me to be any more costly to handle loaded cars a distance of five or six miles, lifting them from 100 to 150 feet than it would to handle the empty cars up to points between Besoco and Prince Wick, raising them 300 to 400 feet above Stone Coal Junction.

Q. As I understand it, those figures that you have just given—

A. (Interposing.) They are based on the Virginian Railway profile.

Q. That is Exhibit 23, is it not?

A. Yes. That is my recollection of the number of the exhibit.

Q. As I understand, these figures which you have given, it means that the movement from Corinne to Stone Coal Junction would be on a maximum grade against the load—

A. (Interposing.) Of about six-tenths per cent; 30 feet to the mile, whereas the grades on the upper end of the Stone Coal Branch run as high as three per cent, or 150 feet to the mile.

[fol. 1475] By Mr. Carmalt:

Q. Against the loads?

A. Against the empties.

By Mr. Scott:

Q. The grade on the Stone Coal branch is with the loads?

A. Yes, sir.

Q. And against the empties?

A. Against the empties, but a very much steeper grade than it is between Stone Coal Junction and Corinne.

Q. A grade of three per cent against the empties on the Stone Coal branch and a grade of six-tenths of one per cent—

A. (Interposing.) Against the loads between Corinne and Stone Coal Junction.

Q. That is all shown on Exhibit 23?

A. Yes, sir.

Q. Now, assuming that the coal from the three mines of the complainants between Stone Coal Junction and Mullens were not delivered at Stone Coal Junction to the Chesapeake & Ohio Railroad but were taken up to Pemberton and there interchanged, how would you say that that service would compare with the service from the mines on the Stone Coal Branch?

A. I would say it would be approximately the same over the Virginian as over the Chesapeake & Ohio. That is, the cost of the service, if anything, to my mind, would be less on the Virginian than on the Chesapeake & Ohio, due to the [fol. 1476] fact that the Virginian has more passing facilities and somewhat better roadbed, with approximately the same grades as the Chesapeake & Ohio.

Q. What is that grade, Mr. Tams?

A. The ruling grade is approximately two per cent in either case between Stone Coal Junction and Pemberton—the ruling grade against the loads.

Q. The two roads practically parallel each other from Stone Coal Junction to Pemberton, do they not?

A. Yes, sir.

Q. Is there any particularly difficult operation on the Chesapeake & Ohio?

A. Yes. There is a switch-back movement on the Winding Gulf Branch of the Chesapeake & Ohio. There is a straight movement on the Virginian.

Q. That switch-back operation is shown on pages 13 and 14 of Exhibit No. 45 in Docket 13832, is it not?

A. Yes, sir.

Q. What is the maximum grade of the switch-back shown to be?

A. It appears to be 100 feet to the mile or 1.94 per cent grade.

Q. How does the track, from the standpoint of construction of the Virginian Railway from Stone Coal to Pemberton compare with the construction on the Chesapeake & [fol. 1477] Ohio Railway?

A. It is a better track and roadbed; better ballasted and slightly heavier rail.

Q. It makes for better conditions of operation?

A. Better conditions of operation, even with the same grade.

Q. Now, taking the mines of the two complainants located at Fireco and Johnben—

Mr. Carmalt: Before you take this up, would you mind making clear to me the purpose of this testimony with reference to these mines from Corinne to Stone Coal Junction? Is it the thought that the joint rates that I understand are being asked for should apply via Pemberton or via Stone Coal Junction or via Deepwater?

A. It is immaterial to complainants whether the coal is interchanged at Pemberton or Stone Coal or Deepwater. It was our thought simply to compare the conditions of operation from the complainants' mines through these junctions, with the operations which are now actually being performed through those points.

Mr. Carmalt: Well, the operation here—you have not completed your comparison, I take it, because in the situation from the Stone Coal Branch, the only coal that moves up the Winding Gulf is the Chesapeake & Ohio coal which moves from mines on the Stone Coal Branch from which [fol. 1478] they publish rates.

Mr. Scott: Well, Mr. Tams is simply testifying as to the physical standpoint. He is comparing the physical operation of the Stone Coal branch with the physical operation of these mines below Stone Coal Junction on the Virginian Railway. In case it would move through Stone Coal Junction and be interchanged at Stone Coal Junction, the physical operation would be identical, as I understand it.

By Mr. Scott:

Q. Is that correct, Mr. Tams?

A. Yes. I was only trying to show that from a physical standpoint it was no more difficult or no more expensive to the Virginian to handle coal from the Corinne and Wyco to Stone Coal Junction than it is to handle coal for the Chesapeake & Ohio from Stone Coal Junction to Prince Wick and the mines between.

By Mr. Carmalt:

Q. You do not mean just that, do you? You mean to handle coal from Prince Wick to Stone Coal Junction, don't you?

A. Yes, sir.

By Mr. Scott:

Q. It is true that under the arrangements, coal going west towards the Piney Creek Branch, up to Prince Wick and from the mines on the Stone Coal Branch, is technically Chesapeake & Ohio coal. That is through the operation of this trackage agreement performed by the Virginian.

[fol. 1479] Mr. Carmalt: Excuse my interruption. I just wanted to get that clear.

By Mr. Scott:

Q. Now, taking the mines of the two complainants located at Fireco and Jonben, located on the upper Piney Branch of the Virginian Railway, how would you say the service from those mines to Pemberton would compare with the movement of coal from mines on the Stone Coal Branch from Prince Wick to Stone Coal Junction?

A. It would not cost as much to handle coal between Fireco and Pemberton as it does between Prince Wick and Stone Coal Junction because the grades on the upper Piney are very light. Those on the upper end of Stone Coal Branch are three per cent.

Q. There is practically a water level line on up the Piney, is there not?

A. Yes, from Pemberton up and within a mile of Fireco or half a mile of Fireco.

By Mr. Carmalt:

Q. It depends on how level the water is, doesn't it?

A. Well, it would be considered level in West Virginia.

By Mr. Scott:

Q. What does Exhibit 23 show the grade of that branch to be?

A. About 20 feet to the mile, I believe.

Q. There are short grades of 13 feet to the mile?

A. Yes, sir. That is the steepest grade I see between [fol. 1480] Pemberton and Fireco. This table at Fireco shows a grade of .6 per cent.

Q. Is coal originating at the mines and Jonben and Fireco now assembled at Pemberton?

A. Yes, sir.

Q. It would be assembled at Pemberton regardless of whether it was moved east or west?

A. Yes, regardless of whether it would go into Princeton over the Virginian or whether it would be delivered to the Chesapeake & Ohio at Pemberton. It would go into Pemberton yard anyway, the way the road is now operated.

Q. Do you think of anything further that you wish to say in connection with the operation in this district?

A. No, I haven't anything further.

Mr. Scott: You may cross-examine.

Cross-examination.

By Mr. Carmalt:

Q. Mr. Tams, you did not testify at all about the operation from the Trace Fork Coal Company, did you?

A. No, sir.

Q. This comparison which you have made between the operation on the Stone Coal Branch, that is, between Mulens and Stone Coal Junction, you do recognize that the grade is against the load in the one case and in the other, the grade runs with the load?

[fol. 1481] A. Yes. I brought that out; particularly the difference in the amount of the grade. Six-tenths of one per cent against the loads and three per cent against the empties.

Q. Well, you understand that the arrangement for the operation of the Stone Coal Branch is one under which the Chesapeake & Ohio has trackage rights to go to Prince Wick whenever it sees fit?

A. I am not familiar with the exact arrangement. It is my impression that they pay the Virginian \$6 per car but I may be mistaken about that—for handling coal between Stone Coal Junction—

Q. You have the impression that that switching charge is a reciprocal charge, haven't you?

Mr. Scott: I do not believe that Mr. Tams is qualified to testify about those matters. They are all in the record, are they not, in the other case, in the contracts?

Mr. Carmalt: I think so. I do not know that it is important. I just wanted to know what his knowledge was about that situation.

Mr. Scott: If he knows, I haven't any objection.

The Witness: No. I do not know just the exact status.

By Mr. Carmalt:

Q. Now, with reference to these interchange yards at Stone Coal Junction and at Pemberton and Deepwater, as I gather it from your testimony, you considered the Deep- [fol. 1482] water yard now to be slightly smaller than the yard at Stone Coal Junction in capacity?

A. Yes, sir. Forty cars less, approximately.

Q. You measure that capacity by the actual track space that would be covered by that many cars if they were all full?

A. Yes; 40 feet to the car is considered a car length.

Q. Would you consider that the yard at Stone Coal Junction was capable of handling a greater or less interchange than the yard at Deepwater, assuming other conditions the same?

A. Well, it is approximately the same.

Q. That is to say, a 200-car yard at Deepwater, as arranged, would handle about the same as the 240-car yard at Stone Coal Junction?

A. I think it could be operated to handle the same.

Q. What direction does Stone Coal Junction run? Is there any switch-back connected with it?

A. No. There is no switch-back.

Q. Do the cars move straight through the yards?

A. The cars move straight through the yard, yes.

Q. And those are solid trains of cars—the empties come there in solid trains, and it is delivered in solid train-loads at Stone Coal Junction?

A. Yes. They are delivered as empties in trains, but as loads—well, I would hardly know whether to call it a train movement or not.

Q. Call it a drag movement?

A. Yes, though I would hardly know whether to call it a [fol. 1483] train movement from Prince Wick into the yard or not.

Q. I am talking about through the yard.

A. Oh, they are handled in solid blocks; in convenient length cuts of cars.

Q. You designed the yard at Deepwater?

A. As originally laid out, but not as it is now.

Q. In what respects was there a difference in the design?

A. It was cut down in capacity.

Q. Well, that is just a question of the number of tracks that were laid in there.

A. It is my recollection that we provided for a switching lead on the east end of the yard, which was omitted.

Q. Another switching lead to the main track?

A. A switching lead south of the main tracks of the Chesapeake & Ohio Railway.

Q. So that as you designed it, it would be a more effective yard for the prompt interchange and billing of cars there.

A. It would have the advantage of a switching lead, whereas now they switch on the main line of the Chesapeake & Ohio Railroad.

Q. Knowing my ignorance of these matters, will you explain what you mean by "a switching lead" that you designed there? Is it just running from one switch track to another?

A. No. A switching lead is a track which enables the [fol. 1484] engines to perform a switching movement and to shift cars from one track in the yard to another without going out on the main line of the railway and interfering with the main line traffic.

Q. Now is there any lead in the yard that permits that?

A. Not the east end. The yard can be switched from the west end without going out on the main line of the Chesapeake & Ohio, but not from the east end.

Q. Is this yard a joint yard of the Chesapeake & Ohio and the Virginian?

A. It is my impression that it is.

Q. There is only one yard there?

A. There is only one yard there, three tracks belonging to the Chesapeake & Ohio and I think three to the Virginian.

Q. Where is the access to the Chesapeake & Ohio mine track? Which part of the yard?

A. It is at the east end of the yard; up at the station.

Q. Which way does it face?

A. How is that?

Q. Which direction does that lead run onto the main track?

A. It heads east.

Q. It heads east?

A. Yes.

Q. And the traffic that you anticipated to be handled here is going west, is it not?

[fol. 1485] A. Yes. There is however a cross-over there between the main lines.

Q. There are two tracks on the main line?

A. Yes.

Q. Of the Chesapeake & Ohio?

A. Yes.

Q. This lead runs onto the eastbound track?

A. Yes.

Q. There is no connection from the yard to the west-bound track except by way of the cross-over from one main track to the other?

A. I think that is all.

Q. Do you consider that that sort of an interchange at Deepwater, capable of handling the same number of cars with a 200-car capacity in the yard, as Stone Coal Junction yard with a 240-car capacity, where there is a lead in the direction in which the traffic is hauled?

A. It might not be able to handle it as advantageously.

Q. Can it handle it as promptly?

A. Possibly not as promptly.

Q. Would it be as effective a yard?

A. That would depend entirely upon how the Chesapeake & Ohio proceeded to handle coal between Deepwater and Handley.

Q. Handley lies east and west?

A. Handley lies west. It is my thought that the Chesapeake & Ohio would possibly take the coal in there in short cuts into Handley yard, using a shuttle movement of engines, and assemble the coal in Handley yard; not try to make up trains at Deepwater.

Q. There would not be any practical possibility of using the Deepwater yard to make up the trains, would there, now?

A. I should not think that it would—not making up long trains.

Q. It would be a very expensive operation?

A. I should think so. I won't say how expensive, but it would be more expensive than it would be to handle short cuts.

By Mr. Scott:

Q. What is the distance from Deepwater to Handley?

A. Eight or ten miles. Eight miles, I believe.

Q. Is that a regular assembly point?

A. Handley is a regular division point; an assembly point for coal off of the Powellton Branch and the Morris Creek Branch of the Chesapeake & Ohio. Coal is made up into trains for movement west and I should think that coal from the Deepwater yard would be taken to Handley for assembly into trains.

By Mr. Carmalt:

Q. Where do these cuts move now to Handley? From what point?

A. You mean——

[fol. 1487] Q. On the Chesapeake & Ohio's own coal now that moves into Handley?

A. They move from points on the Powellton Branch. I forget the name of the yard. They move from points on the Morris Creek Branch—just short distances into Handley Yard.

Q. There is not any traffic from any of the regions that are served by the Virginian that goes in there for making up trains, is there?

A. During the past year, from the car records of the Virginian Railway, it appears that the monthly average of 700-odd cars were received from the Chesapeake & Ohio at Deepwater and 800-odd delivered to the Chesapeake & Ohio at Deepwater, or vice versa, I forget which; an average of 800 cars each way through the Deepwater yard per month.

Q. That is about one half of what is handled through the Stone Coal Junction interchange that you have described?

A. It is about half of what is handled through the Pemberton yard, with a capacity only slightly more than half as much as the Deepwater yard.

Q. I am coming to Pemberton later.

A. Oh, I beg your pardon.

Q. Did you say whether or not the Deepwater yard was now handling about all the traffic that it could handle?

A. No, I should not think that it was.

[fol. 1488] Q. About how near to capacity would you think, just from a rough estimate? You have given a lot of close study to this yard?

A. I should think it ought to handle 80 or 100 cars more per day, if necessary, handling them in short cuts into the Handley yard.

By Mr. Scott:

Q. That is with the present capacity?

A. With its present car capacity of 200 cars.

By Mr. Carmalt:

Q. That is your judgment of it, that it would handle 80 or 90 carsloads? It is now handling about 40 loads through there each way?

A. Thirty each way for the year of 1922 up to and including the month of October, I believe, which was the last figure.

Q. Then you figure that through this 200-car yard involving the use of a cross-over of the main track of the Chesapeake & Ohio, that there could be handled approximately 110 or 120 cars a day each way, under the present track layout?

A. I previously stated 80 or 90 cars.

Q. Additional to what is already there?

A. Additional to what is already there.

Q. That would make around 120 cars a day?

A. Yes, sir.

Q. Do you know of any yard in that neighborhood, of that capacity, that is handling that amount of tonnage?

A. Not at present. I am not familiar with any.

[fol. 1489] Q. Even though it may be a straight line connection in the way of the traffic?

A. I cannot say that I am familiar with any yard now?

Q About this Pemberton interchange, the yards there are all on the Virginian tracks?

A. The yards of which I have spoken are the Virginian yard tracks.

Q Has the Chesapeake & Ohio any interchange yard there?

A. No, not to my knowledge. The interchange is all done through the Virginian tracks.

Q. That is a straight line haul. The Virginian pulls the trains up there and leaves them and the Chesapeake & Ohio comes and hooks onto it and goes away?

A. Yes.

Q. There is no switching to be done? No classification and no making up of trains?

A. No classification, no, sir.

Q. And no making up of trains?

A. Well, the trains I would say, for movement to Princeton might be considered made up in that yard although it is a very simple operation.

Q. Those are the Virginian trains?

A. Those are Virginian trains, yes, sir.

Q. Those trains of cars that are brought down there from Fireco and points on that branch going in the direction of the grade, down the Winding Gulf branch?

[fol. 1490] A. Yes, sir.

Q. There is no interchange of loads from the Virginian to the Chesapeake & Ohio at Pemberton, is there?

A. No. The Chesapeake & Ohio handles its own coal from Stone Coal Junction through Pemberton but not through these yards.

Q. You would not consider Pemberton to be an ideal interchange point on traffic that was involved in a load coming from the Virginian to the Chesapeake & Ohio, would you?

A. It could be interchanged all right.

Q. It would be a very expensive operation to haul loads up the Winding Gulf Branch, wouldn't it?

A. No more expensive than it is for the Chesapeake & Ohio to haul them up now.

Q. The Chesapeake & Ohio has a line haul after it leaves Pemberton?

A. Yes.

Mr. Carmalt: That is all.

## Redirect examination.

By Mr. Scott:

Q. Mr. Tams, do you know where the coal coming off of the Gauley Branch, moving westbound, is assembled?

A. No, I am not familiar with the operation on the Gauley Branch.

[fol. 1491] Q. Mr. Carmalt, if I correctly understood him, asked you a question as to the feasibility of interchanging at Pemberton, coal coming from the Virginian mines and the Winding Gulf branch?

A. Yes.

Q. Is it not a fact that at some time during the war period or during the period of Federal control, coal was actually hand-ed by the Virginian Railway to Pemberton and there turned over to the Chesapeake & Ohio for westbound movement?

A. Yes, sir. During the months of January and February, 1919, coal was moved by the Virginian from the Tams mines over the Virginian tracks to Pemberton and delivered to the Chesapeake & Ohio there. There was at a time when there was no Chesapeake & Ohio service on the Winding Gulf branch. It had been abolished during the war and had not been restored at that time.

Q. When you say "from the Tams mine," you mean the mine at Tams?

A. The mine at Tams. There were empty cars delivered by the Chesapeake & Ohio to the Virginian at Pemberton. They were brought down empty by the Virginian to Tams and loaded with coal and returned by the Virginian to Pemberton and there delivered to the Chesapeake & Ohio.

[fol. 1492] By Mr. Carmalt:

Q. When was that?

A. That was in January and February and I think in March, 1919.

Q. When did they change that operation?

A. About April, 1919 the Chesapeake & Ohio service was abolished by the Railroad Administration on the Winding Gulf Branch and our mines only served by the Virginian. That condition obtained until some time in the Spring of 1919, but as I recollect, in January and February and pos-

sibly in March this movement that I speak of, took place, this coal moving to points to which the Virginian did not have freight rates. Most of it I think was for delivery here in Washington.

Mr. Scott: That is all.

By Mr. Carmalt:

Q. Now, the Railroad Administration, in the Spring of 1918, in connection with the Fuel Administration zoned the coal?

A. Yes, sir.

Q. And they did not let any coal from Pemberton and east go west at all, did they?

A. I don't think they did, no, sir.

Q. All of that coal came east over the Virginian, and the Chesapeake & Ohio did not come down the Winding Gulf at all?

A. No.

[fol. 1493] Q. Then when the Fuel Administration stopped the zoning of the coal or ceased functioning, then there was a month or two when the operation was continued the same way?

A. Yes.

Q. But the rates and the routes were still open to the west over the Chesapeake & Ohio?

A. I am not qualified to say as to that. I was only speaking of the physical fact that coal was handled that way.

Q. During that two or three months that the coal did move over the Virginian and was interchanged with the Chesapeake & Ohio and could go over its line?

A. Yes.

Q. And that was discontinued by the Railroad Administration in April, 1919?

A. I forget the exact date, but I think the Chesapeake & Ohio service was restored about that time.

Q. So that the operation was made coincident with or intended to be coincident with the zoning of the coal?

A. Yes.

Q. The purpose of it was to keep the coal moving with the grade?

A. No. I do not know that the purpose was to keep the coal moving with the grade.

Q. Well, they broke the operation at the top of the mountain. The Chesapeake & Ohio served all the mines west of [fol. 1494] Pemberton and the Virginian served all the mines east of Pemberton?

A. I do not think that the Chesapeake & Ohio served all the mines west of Pemberton—you mean the mines on the Chesapeake & Ohio? I do not think the Chesapeake & Ohio ever served the Fireco mines, for instance.

Q. They would run with the grade down the other way. They were zoned with the Virginian.

A. That is my recollection.

Q. But there were no mines west of Pemberton that were served by the Virginian at all, were there?

A. No, not between Pemberton and Raleigh, if that is what you mean by west of Pemberton.

Q. That was run coincident with the zoning of the coal, in which all of that coal east of Pemberton went to the Eastern seaboard?

A. Yes, sir.

Mr. Carmalt: That is all.

Examiner Hunter: Witness excused.

(Witness excused.)

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Examiner Hunter: The defendants in Docket 14454 have what points of origin? There is Jonben, Wyco, Corinne, Devils Fork and Fireco.

Mr. Fireco: Yes. They are all shown on the exhibit [fol. 1495] that was identified a little while ago, the name of the company and the shipping station.

Examiner Hunter: Yes, I see.

EZRA E. WILLIAMSON was called as a witness and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. Mr. Williamson was the exhibit which has been identified as Exhibit 61, prepared by you or under your direction?

A. Under my direction, sir.

Q. What does that exhibit show?

A. It shows the Virginian Railroad; the Chesapeake & Ohio Railroad in the Winding Gulf, and it takes in the New River field of the Chesapeake & Ohio. It shows in colors the trackage arrangements which are explained in the circle on the exhibit. This exhibit also shows the location of the complainants in the present case.

Q. Aside from showing the location of the complainants in this proceeding, does that exhibit differ in any respect from your exhibit No. 9 in the former proceeding?

A. Only to the extent that in the circle at the lower right-hand corner I have struck out the words "jointly by the C. & O. and the Virginian." It indicates that those tracks [fol. 1496] from Stone Coal Junction to Prince Wick are owned by the Virginian and operated by the Virginian. The Virginian performs service over those tracks to Stone Coal Junction for the Chesapeake & Ohio, on coal going out via the Chesapeake & Ohio Railroad.

By Examiner Hunter:

Q. I do not understand what you mean by saying that the Virginian does work for the Chesapeake and Ohio unless it be that the Chesapeake & Ohio has trackage rights.

A. They have rights over those tracks, yes, sir; they have rights over those tracks as an operating arrangement and the Virginian Railroad and its power takes the Chesapeake & Ohio cars up from the yard at Stone Coal Junction and places the empties at the mine on the Stone Coal branch and then the Virginian power brings the loaded cars back and places them at the yard at Stone Coal Junction, where the Chesapeake & Ohio takes hold of them. In other words, as I have shown here also, the Complainants, the Wyoming Coal Company, the Devils Fork Coal Company and the Miller-Pocahontas Coal Company—the Power of the Virginian would take the loaded cars from those three mines at Stone Coal Junction. In other words, the power of the same company would take the coal from those three complainant mines—the same power of the company that would handle the coal for the Chesapeake & Ohio off of the Stone Coal Junction Branch.

[fol. 1497] We have also shown on this exhibit the Trace Fork Coal Company at Tracoal. Tracoal is just north of

Mullens. Coal from that complainant, in connection with the Chesapeake & Ohio could move out via Deepwater or it could move through the Mullens yard, via the yard at Stone Coal Junction and there be turned over to the Chesapeake & Ohio; or it could also move through the Mullens yard by the Virginian, delivered to the Chesapeake & Ohio at Pemberton.

The most natural route for the coal from the Trace Fork Coal Company would be via the Deepwater gateway.

I have shown on this exhibit — complaints the Wilton Smokeless Coal Company and the Leckie Fire Creek Coal Company in the vicinity of Fireco. That coal from those two mines can move out either via Pemberton and the Chesapeake & Ohio or via Pemberton, the Mullens yard and out by Deepwater.

The complaint in the Wyoming Coal Company case does not specify via which route the joint rates are asked to be established. So far as the complainants are concerned, if for practical, economic operation, it is the desire of the Virginian and the Chesapeake & Ohio to handle the coal from the vicinity of Fireco to the Pemberton yard, and there deliver it to the Chesapeake & Ohio, it is entirely agreeable to the complainants. If it is the desire of the Virginian and the Chesapeake & Ohio to handle the coal [fol. 1498] from the Wyoming Coal Company, the Devil's Fork Coal Company or the Miller-Pocahontas Coal Company to the Stone Coal yard and there deliver it to the Chesapeake & Ohio or if the Virginian prefer- to haul from those three mines to the Pemberton yard and there deliver to the Chesapeake & Ohio, it will be entirely agreeable to complainants. The routes are now open there via Deepwater, via Stone Coal Junction or via Pemberton; so that if for economic arrangement and operation and the best use of the facilities it is agreeable to the complainants for the defendants to fix up whichever route they desire to handle the business by.

By Mr. Scott:

Q. But you are not suggesting how the coal should move, but how it might move, is that the idea?

A. How it might move, yes, sir; but with the joint rates established from the mines of the complainants, the New River rate, it is agreeable to the complainants for the de-

fendants to fix up whichever route they desire to forward this coal by to the West.

Q. It is your understanding that through rates on the combination basis now apply via those three routes?

A. Under the tariff they are combination rates via those three routes.

By Examiner Hunter:

Q. Is that the combination the same through rate via each of the junctions?

A. No. From the mines in the immediate vicinity of [fol. 1499] Stone Coal Junction, that is, between Mullens and Stone Coal Junction, the rate via Stone Coal Junction would be less than via Pemberton. It is a distance rate up to each, and then the combination rate via Deepwater would be greater than the combination rate either via Stone Coal Junction or Pemberton, being on a distance basis.

Q. On the Chesapeake & Ohio the district rate applies all the way from Stone Coal to Deepwater?

A. Yes, sir. Then it would simply be a question of the distance to Stone Coal Junction and Pemberton or Deepwater and the combination rates would vary as the Virginian factor varied.

By Mr. Scott:

Q. The rate for the Virginian haul is on the basis of distance, is it not?

A. Distance tariffs, yes, sir.

By Mr. Carmalt:

Q. All the mines, Miller-Pocahontas, Devil's Fork and the Wyoming Coal Company would make the cheapest combination via Stone Coal Junction and the Leckie Fire Creek Coal Company and the Wilton Smokeless Coal Company would make the cheapest combination via Pemberton? Isn't that a fact?

A. That would be true, yes, sir.

By Mr. Scott:

Q. In Docket 13832 you offered as your Exhibit No. 12 a statement comparing the average distances from coal shipping stations on the Virginian Railway in the New

[fol. 1500] River district to Kenova, W. Va., with the average distances to the same destinations from coal shipping stations on the Chesapeake & Ohio Railway in the New River district; from stations on the Carolina, Clinchfield & Ohio Railroad from which the Chesapeake & Ohio Railway publishes the New River rates, and from the Outer Crescent districts on the Norfolk & Western Railway. Now, have you prepared a statement to supplement that showing, in which you have endeavored to give the Commission a comparison of the average distances from the Virginian Railway coal shipping stations in the New River district with all mines in the Outer Crescent to representative destinations in Central Freight Association territory?

A. Yes, sir.

Mr. Carmalt: That is the average distances of all the mines in the New River district on the Virginian Railway?

Mr. Scott: That is correct, with the entire Outer Crescent.

We offer the exhibit referred to as complainants' exhibit 62.

Examiner Hunter: Without objection this will be received.

(The document referred to was received in evidence, marked "Complainants' Exhibit 62, Witness Williamson," and the same is forwarded herewith.)

[fol. 1501] By Mr. Scott:

Q. Does that exhibit speak for itself, or is there some comment you wish to make about it?

A. I wish to call attention to the fact that the figures in the righthand column are taken from the Commission's decision in I. & S. Docket 774, 46 I. C. C. 156. With the exception of the last figure at the bottom of the column, the average and that composite average is simply a calculation from the table appearing on page 156 of the Commission's opinion in 46 I. C. C. The distances shown from Norfolk & Western, Pocahontas, Tug River and Clinch Valley districts are the distances shown on Exhibit No. 10 as corrected, in I. & S. Docket 774. All of those distances were figured from Norfolk & Western stations via Kenova. The difference in the distance from all the Virginian mines

and from the Norfolk & Western mines in the Pocahontas, Tug River, Clinch Valley to Kenova is 14 miles. In the column showing the Virginian distances therefore I have shown those distance- to be 14 miles less than the distances from the Pocahontas, Tug River and Clinch Valley district.

I will point out that the average of 531 miles to the destinations grouped in the affected territory is only 13 miles less than the average of 544 miles. That comes about from the disposition of fractions in making the calculation. So that we have a comparison that to the affected territory as known in I. & S. 774—we have an average from [fol. 1502] the Outer Crescent of 515 miles; from the Virginian Railroad 531 and from the Norfolk & Western, Pocahontas, Tug River and Clinch Valley districts, 544 miles.

The average distance from the Virginian mines being approximately between the average from the Outer Crescent and the average from the Norfolk & Western mines to the non-affected territory—that is destination group No. 2:

The distance from the mines in the Outer Crescent is 568 miles; the average from the Virginian is 532 and from the Norfolk & Western 547. To the non-affected territory the average distances from the Virginian mines is less than from the Norfolk & Western group or from all mines in the Outer Crescent. Then the composite which is shown at the bottom is for the mines in the Outer Crescent, 538 miles; from the Virginian mines 531 miles or 7 miles less than the average for the Outer Crescent. While the Norfolk & Western is 545 miles, the Norfolk & Western being greater than either the average from the Virginian or from the Outer Crescent, the Norfolk & Western being 14 miles greater than from the Virginian to the representative points of destination shown. The carriers picked these points of destination in I. & S. 774 as being representative points of destination.

Q. Those are the points shown in the Commission's report, as I understand it?

[fol. 1503] A. On page 156, 46 I. C. C., yes, sir.

Q. Are these figures which you have shown for the Outer Crescent, which are contained in the Commission's report in I. & S. 774—are they complete in every respect, and

would you say that they fairly reflect present day conditions?

A. I would say that you would have to make this allowance for those figures: that at the time the Outer Crescent included the Connellsville district which was the shortest district to these points of destination. In I. & S. 774 to these points of destination, the Commission ordered the same rates from the Connellsville district as from the Pittsburgh district. So that the Connellsville district, if we were making the calculation today, would have to be eliminated from the Outer Crescent, as that was the closest group to all of these points, and it would push the distances back from the Outer Crescent, making the average from the Outer Crescent somewhat greater than these figures. It was impossible to make all of these calculations. It would have been a job that the carriers, in preparing for the other case, would have to spend some three or four months on. But, we make that statement.

Q. But that change would be to the disadvantage of the complainants rather than to their advantage?

A. It would be to the disadvantage of complainants rather [fol. 1504] than to the advantage of complainants.

Q. In other words, if the statement were made to reflect the present day situation accurately, the distances from the Outer Crescent would be greater than those shown there?

A. That is my belief, yes, sir.

Q. I will hand you a map showing the Western Maryland Railway, and call attention to certain marks on that map, and ask you if those marks were made by you or under your direction, and if so, what thought you desire to bring out by that.

A. This map was prepared under my direction. I offer to identify it as complainants' Exhibit 63.

Examiner Hunter: It will be received.

(The document referred to was received in evidence, marked "Complainants' Exhibit No. 63, Witness Williamson," and the same is forwarded herewith.)

The Witness: In connection with Exhibit No. 63, which is a map of the Western Maryland and connections, I have sought to bring out the situation parallel, as far as the Western Maryland in its relation with the Baltimore &

Ohio is concerned, and the Virginian in its relation to the Chesapeake & Ohio.

The Virginian, being a tidewater road, connecting with the Chesapeake & Ohio at Deepwater, handling the coal to tidewater; the Western Maryland being a road that does [fol.1505] not reach the West with its own rails, but is a large handler of coal to tidewater at Baltimore. The Western Maryland parallels the Baltimore & Ohio just as the Virginian parallels the Chesapeake & Ohio to tidewater. On the Western Maryland in Meyersdale district, and in the Cumberland-Piedmont district, there is a semi-bituminous coal, the same as there is in the New River district on the Chesapeake & Ohio and on the Virginian and in the Pocahontas district on the Norfolk & Western.

The Western Maryland road, although handling a large volume of coal to tidewater, also opens its line to the Western markets for the operators on the Western Maryland and from the Meyersdale and the Cumberland-Piedmont district, at the same rates as apply from the New River district on the Chesapeake & Ohio, the Pocahontas district, the Tug River district, the Clinch Valley district on the Norfolk & Western. Coal from Western Maryland mines goes out in connection with the Baltimore & Ohio for the West and it is delivered to the Baltimore & Ohio at Norton; Western Maryland tariff No. 7257.

Q. That is in what district?

A. That is from the Cumberland-Piedmont district; routes taking the same rates as the New River district; routes via the Baltimore & Ohio and the Norfolk & Western.

From Meyersdale on into Connellsville, the Western [fol.1506] Maryland routes coal from that district via Connellsville and the P. & L. E.; but east of Meyersdale to just beyond Cumberland, and then within a line down west of Cumberland, the routing is via Norton and the Baltimore & Ohio, with joint rates the same as apply from the New River district on the Chesapeake & Ohio, and the same joint rates that the complainants are asking to be established from the Virginian mines to the West.

By Mr. Carmalt:

Q. Where is Norton?

A. I will show it to you.

Mr. Scott: On some of these exhibits, Norton is shown as "Roaring Creek Junction".

Examiner Hunter: That is on some copies of Exhibit 63?

Mr. Scott: On some copies of Exhibit 63. That is correct.

By Mr. Scott:

Q. Mr. Williamson, are the rates from the Western Maryland mines westbound published by the Baltimore & Ohio or by the Western Maryland Railroad or by both companies?

A. They are published by both companies; Baltimore & Ohio tariff, coal and coke I. C. C. 2172; Western Maryland tariff I. C. C. 7257.

Q. Do the Cumberland-Piedmont and the Meyersdale districts constitute a part of the so called Outer Crescent?

A. The Cumberland-Piedmont district and the Meyers-[fol. 1507] date district constitute a part of the Outer Crescent.

Mr. Scott: That is all.

Cross-examination.

By Mr. Carmalt:

Q. Mr. Williamson, do you know when the rates were made on the Western Maryland from the Meyersdale and the Cumberland-Piedmont region?

A. The exact date?

Q. Approximately?

A. I do not recall.

Q. Is it of long standing?

A. I think it is quite a period. In fact, it had not occurred to me as anything else. As I understand it, it has been of long standing.

Q. The Western Maryland and the Baltimore & Ohio have some trackage rights over one another's lines down in that territory, haven't they?

A. There is quite a considerable amount of trackage—it is usually trackage rights of the Western Maryland over the Baltimore & Ohio, that is shown here in the dotted line.

For instance, there are trackage rights from a point called Connellsville through to Fairmont and beyond Fairmont the Western Maryland has rights to go over those rails and come down and take the coal back. The same with another branch running from Rockwood to the north.

[fol. 1508] Q. That is in the heart of the Meyersdale and Cumberland-Piedmont region?

A. Yes, sir. The line from Connellsville down to Fairmont is not in the Meyersdale, Cumberland-Piedmont district. The line north from Rockwood is. The line from Connellsville down to Fairmont is in the Pittsburgh district as far as western rates are concerned.

Q. You do not know anything about the divisions that are paid between these roads on that material?

A. I do not know the divisions. I haven't looked those up.

Q. Do you know whether or not joint rates were made in order to give to the Baltimore & Ohio some compensation for the trackage rights which they give to the Western Maryland on those branches?

A. I have no information on that point.

Q. Do you know whether or not coal in this Meyersdale, Cumberland-Piedmont region, served by the Western Maryland, is competitive with the New River coal in West Virginia?

A. It is generally the same character of coal, yes, sir.

Q. As the New River smokeless coal?

A. As the New River smokeless coal. It is a semi-bituminous coal.

Q. Is it the same general character of coal as that in the Fairmont region lying to the west of it?

[fol. 1509] A. No. The Fairmont region is largely the same as the Kanawha district on the Chesapeake & Ohio.

Q. Do you know whether or not the interests that are mining coal on the Western Maryland are, in large measure, the same as those that are mining coal on the Baltimore & Ohio in that territory?

A. Well, I know the Davis Coal & Coke Company are large interests mining on the Western Maryland. The Consolidation Coal Company are large interests mining on the Baltimore & Ohio. The Consolidation Coal Company has mines on the Western Maryland too.

Q. Do you know, from your analysis of the Commission's record in I. & S. 774, who controls the Western Maryland Railroad?

A. Why, I do not recall.

Q. Isn't it a matter of common knowledge, that that is controlled by the Rockefeller interests? Haven't you so understood it?

A. Oh, I understand—I think it is under lease to the New York Central people.

Q. Under lease to the New York Central?

A. At one time it was. I do not know that that lease has been cancelled. There was one time when the P. & L. E. I think leased it. That was the route that the Vanderbilts used to the East. You will find from the P. & L. E. to the [fol. 1510] East there are joint rates from that territory. Some years ago I recall seeing it—it was under a lease arrangement, or under arrangement for a number of years, whereby the New York Central interests had certain control.

Q. Well, they had a traffic agreement at least.

A. It might have been a traffic agreement instead of an out and out lease.

Q. Well, the rates from the Meyersdale, Cumberland-Piedmont region apply via the P. & L. E.

A. Meyersdale?

Q. From the Meyersdale region, don't they?

A. That is because it is up closer to Connellsville where it connects with the P. & L. E. The Western Maryland tariff shows routing from mines west of Meyersdale via the P. & L. E. East of Meyersdale it is out via Norton.

Q. There is a large movement eastbound on the P. & L. E. of grain and other traffic, coming from the P. & L. E. to the Western Maryland, isn't there?

A. I take it there must be interchange of some kind, yes, sir.

Q. There is a very large interchange between the Baltimore & Ohio and the Western Maryland on eastbound tonnage too, is there not, of coal at various points?

A. Well, I rather imagine it is where the Western Maryland would give it to the Baltimore & Ohio rather than the [fol. 1511] Baltimore & Ohio giving it to the Western Maryland. I would not say that there was a very large inter-

change. There might be one way, but I do not think it is the Baltimore & Ohio turning over any coal that it can get a long haul on, to the Western Maryland.

Q. No.

A. Nor the Western Maryland would not turn any coal over to the Baltimore & Ohio for Baltimore.

Q. Don't you know as a matter of fact, that the Baltimore & Ohio does turn over a substantial tonnage of coal going eastbound, to the Western Maryland to haul up to Hagerstown and that gateway?

A. Oh, for that movement, yes, for the Eastern all rail movement where the Baltimore & Ohio does not reach connecting lines—northern connections, the Western Maryland would undoubtedly be an intermediate line for that.

Q. Do you know who controls the Consolidation Coal Company?

A. I have understood it was the Rockefeller interests, but our people down in West Virginia rather think that the big interests should not have favorable rates to the West without their having them also.

Q. The joint rate arrangement between the Western Maryland and the Baltimore & Ohio and the P. & L. E. is a wholly voluntary arrangement?

A. I think that is true at this time, yes, sir.

[fol. 1512] Mr. Carmalt: That is all.

Further cross-examination.

By Mr. Bell:

Q. Mr. Williamson, via which junction were the distances under the heading "Virginian Railway" on your exhibit 62 figured?

A. As I explained, all of the distances via the Norfolk & Western were figured through Kenova. Then I have just taken 14 miles off of that distance, because that is the difference in distance between the average from the Virginian mines to Kenova and the Norfolk & Western mines to Kenova; so that their route beyond Kenova would be common both as to the Norfolk & Western and the Virginian. These figures on that exhibit would reflect that situation.

Q. Then they were figured through Deepwater?

A. The Virginian would be via Deepwater, yes.

Q. Do you remember, in your experience in I. & S. 774, whether any testimony was put in showing the relative operating conditions from one part of the Outer Crescent as against another part of the Outer Crescent or one part of the Inner Crescent as against another part of the Inner Crescent?

A. I do recall that there were some profiles introduced from different fields. The question of going into the operating conditions generally,—that subject was more or less touched upon.

[fol. 1513] Q. But just touched upon?

A. I think so.

Q. In other words, the field of the Commission's investigation in that case was so very large that the consideration was almost entirely confined to relative distances rather than relative operating conditions?

A. The competitive situation; competitive conditions largely.

Q. But I am talking now from an operating standpoint.

A. It was the operating standpoint, as reflected by the distances rather than by, you might say, the grades, and difficulties of that kind. That is true.

Q. Are you prepared to say at this time that the operating conditions from points on the Virginian Railway to the typical destinations named in your Exhibit No. 62, are substantially the same as the operating conditions from all the mines in the Outer Crescent to the same destinations, so that the figure 515 miles for example, to destination group No. 1, can be properly compared with the figure 531 from the Virginian mines to the same destinations? Are you prepared to make that statement here today?

A. Well, you take the whole Outer Crescent, there is different operating conditions from each field. Now, there is included in the Outer Crescent, which the Commission did not show on that page, the Louisville & Nashville mines [fol. 1514] down around Stonega, in Virginia. Now, the distances there, which are not included, would make the distances from the Outer Crescent considerably more. From Stonega up the Cumberland Mountains, over the Divide at the Cumberland Gap, operating conditions there are quite severe; quite so much so that the Louisville & Nashville tried on three occasions to have the rates increased because of those severe operations.

Q. But you say those mines were not included in the Commission's consideration in I. & S. 774?

A. It was considered, but it was not put in that statement. Those distances are greater. In the Gulf Coal case we introduced Exhibit No. 51, which showed the profile of the Norfolk & Western road between Norton and Graham, between which points are Clinch Valley No. 1 and No. 2 mines, and those operating conditions are very severe. The text of those operating conditions is shown in Exhibit No. 52, which was the testimony of Mr. D. E. Spangler, General Superintendent of Transportation of the Norfolk & Western Railroad, in Docket I. C. C. 6334. He points out, from Clinch Valley No. 1 and No. 2 districts how very severe the operating conditions were.

Q. You are not answering my question.

A. I am trying to lay a foundation so that I can answer it, because your question is a very broad one and you cannot [fol. 1515] make a direct answer to it in a very narrow scope. Your answer must be as broad as the scope of your question, and that is what I am trying to do, to broaden the answer so as to be an answer to your question. It may not be just the answer you want because of the broadness and because of the scope, but it will be a direct answer to it.

So that you take from each group in the Outer Crescent, there are operating difficulties; from some more severe than the others. In the general matter of grouping rates, the average of all conditions is taken in consideration, and not simply the severest condition of one particular line.

Q. That is what I thought, and for that reason I did not understand why you were going into all this detail.

A. I was going into it to answer your question.

Q. Are you through with your answer?

A. Unless you want it more elaborate, I am through.

Q. Then you are not prepared to say at this time that the conditions encountered from the Virginian points to the West are substantially the same as the average of the conditions from all districts in the Outer Crescent to the same destinations?

A. I would say that on the general average, taking the whole field, the more favorable and the less favorable, that it reflects fairly average conditions.

Q. Now, Mr. Williamson, do you remember from your [fol. 1516] experience in I. & S. Docket 774 anything regarding the extent of the movement from the Pittsburgh district say to non-affected territory?

A. The movement to non-affected territory from the Pittsburgh district was furnished in that case to some of the points.

Q. Wasn't it practically negligible?

A. It was not negligible. There was still some movement there.

Q. Was not the total movement from the Pittsburgh district to all this territory less than a million tons,—not only to the Pittsburgh, but all of Pennsylvania?

A. I do not recall the figure.

Q. Do you know as a fact whether there is any movement whatsoever from the Meyersdale district on the Western Maryland to any of this destination territory?

A. I have not seen any movement. I have not seen any cars, but my information is that there is.

Q. What is your authority for your information that there is a movement from the Meyersdale district on the Western Maryland to the West?

A. Mr. Wade B. Ellis, who used to be with the Davis Coal Company, and who used to be an associate of mine. I have made some inquiry and I understand that there is a movement from that district.

[fol. 1517] Q. But it is a very small movement?

A. I would not say how much it is.

Q. As a matter of fact, these joint through rates are nothing but paper rates?

A. No, sir. Those rates are open and any operator that wants to go west has an opportunity of going west.

Q. But they never do.

A. As I understand, they do.

By Mr. Scott:

Q. As a matter of fact, have you some clients up in that territory that want to go west and have been trying to go west?

A. Yes. We have just tried the Chaffe railroad case and those clients are going to ship west. We just got through trying it and had a favorable report for the Examiner,—both east and westbound. It is also from that source

that I know it. They are going to ship west as well as east.

Mr. Bell: That is all.

Examiner Hunter: Witness excused.

(Witness excused.)

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Mr. Scott That completes the complainants' case, Mr. Examiner.

Examiner Hunter: We will take a recess then, until 2 [fol. 1518] o'clock this afternoon.

(Whereupon, at 12:30 o'clock p. m., a recess was taken until 2 o'clock p. m.)

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[fol. 1519]

After Recess

The hearing was resumed at 2 o'clock p. m.

#### COLLOQUY BETWEEN EXAMINER AND COUNSEL

Mr. Scott: I desire to offer as complainant's Exhibit No. 64 a statement showing Virginian Railway, New River Division, daily coal car allotment effective January 11, 1923. This statement is compiled from the latest bulletin issued by J. W. White, Superintendent, Virginian Railway Company, the bulletin being No. 48, effective January 11, 1923. The statement divides the allotment into joint mines and local mines, and also shows the allotment to mines located on lines operated under trackage arrangements; that is, on lines operated by the Chesapeake & Ohio from which the Virginian may draw tonnage, and also mines located on the Virginian Railway from which the Chesapeake & Ohio may draw tonnage.

The statement also shows the allotment to complainants' mines, which includes the Gulf Coal Company, the complainant in Docket 13832.

Examiner Hunter: The statement will be received as Exhibit 64.

(The statement referred to was thereupon received in evidence, marked "Complainant's Exhibit No. 64," and the same is forwarded herewith.)

Mr. Carmalt: Mr. Scott, it is understood, is it not, that the subdivision as between local mines and joint mines has been made by you, and is subject to check?

[fol. 1520] Mr. Scott: Oh, yes; that is subject to check.

Mr. Carmalt: And that is true also of the allotment to mines located on lines operated under trackage arrangements?

Mr. Scott: Yes. The whole statement is subject to check, of course.

Examiner Hunter: The allotment to complainants' mines covers the complainants in both cases?

Mr. Scott: In both cases; yes; that is correct.

Examiner Hunter: That finishes your case, Mr. Scott?

Mr. Scott: That finishes the complainant's case in chief.

Examiner Hunter: Defendants may proceed.

#### TESTIMONY ON BEHALF OF DEFENDANTS

Mr. Carmalt: I will call Mr. Hix.

CHARLES H. HIX was thereupon called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Carmalt:

Q. Mr. Hix, will you give your full name and address to the reporter?

A. Charles H. Hix; Norfolk, Va.

Q. What is your official position, Mr. Hix?

A. Vice President in charge of operation, Virginian Railway.

Q. How long have you been with the Virginian Railway [fol. 1521] property?

A. Since February 1, 1919.

Q. And when you first came to the property it was in what capacity?

A. Federal Manager.

Q. Won't you state for the record somewhat of your railroad experience, in a very brief way?

A. I have been in the railroad business since 1881. I worked from the spring of 1881 to July, 1900, with the Norfolk & Western Railway.

Q. Was your employment in operating work with the Norfolk & Western?

A. I started in first as check clerk in the freight station, and worked my way to trainmaster through the various branches. I then left the Norfolk & Western in July, 1900, and went to the Seaboard Air Line as a trainmaster and I worked my way to vice president in charge of operation of that road; left there in October, 1921, and went to the Norfolk Southern as president.

Q. And thereafter you continued with the Norfolk Southern?

A. I left the Norfolk Southern and retired from railroad work in 1914 and went into private business. During the war I was drafted back as Federal Manager in charge at Hampton Roads terminals, and during the time that I was serving in that capacity the Virginian Railway became available [fol. 1522] cant, and that was added to my territory.

Q. That is to say, when you were appointed Federal Manager of the Virginian you were also left in charge of their Hampton Roads terminals?

A. Yes, sir.

Q. This morning, Mr. Hix, you heard the testimony of Mr. Tams in respect of certain operations on the Virginian Railway and the Chesapeake & Ohio. Referring first to the operations from Stone Coal Junction to Pemberton, will you state whether or not you conceive that to be a practicable route for interchange of joint traffic between the Virginian and the Chesapeake & Ohio in any large volume?

A. I would not.

Q. That, as Mr. Tams says, carries a grade of practically 2 per cent on the Virginian?

A. Two per cent from Loup Creek Junction to the top of the mountain near Sophia.

Q. And what is the contour of the Winding Gulf branch of the Virginian?

A. Very bad alignment and a very bad operating proposition.

Q. The operation as it is now conducted permits the handling of loads up the grade to Pemberton?

A. No, it permits of the handling of empties up the grade and loads down the grade, the way we operate it.

Q. And is that generally the character of the operation both on the Stone Coal branch and on the Winding Gulf?

[fol. 1523] A. Yes, sir. The construction was made that way for that purpose, for economic operation.

Q. And as to Fireco the same is true?

A. Practically the same; yes.

Q. So that in all of that region that is served through the Winding Gulf branch the grade runs with the load?

A. Yes, sir.

Q. But you say there are bad curvatures all the way on all of those branches?

A. Yes, sir.

Q. Mr. Tams described an interchange of considerable volume passing through Pemberton in a yard which consisted of two subyards of 60 cars capacity each. Is that yard so constructed as to permit of a considerable interchange of traffic such as is involved in this case?

A. Pemberton has today interchange tracks that will hold about 65 cars each—two of them. One will hold cars going to the C. & O. Railway, and one to receive cars coming from the C. & O. Railway. It is the terminus of a freight division between Princeton and Pemberton, where trains lay over, and the yard is very much crowded, and it would be very expensive to enlarge that yard, on account of the topography of the country, sufficient to take care of any large volume of business through there in interchange.

Q. The interchange that occurs there now is of what coal?

A. It is empties going to the C. & O. for loading back to the Virginian.

[fol. 1524] Q. So that what the Virginian receives there are loads from the mines on the Piney Branch of the Chesapeake & Ohio?

A. Yes, sir.

Q. And so far as the Virginian haul is concerned it is a downgrade haul with the load?

A. Yes, sir.

Q. There is not any delivery of coal there which the Virginian hauls up the Winding Gulf to Pemberton, is there?

A. No; none that is hauled up. We do make a delivery of coal from the Mead operation at Pemberton. That is a switch movement.

Q. That is purely a switch movement there?

A. Yes.

Q. Mr. Tams described in some detail the interchange facilities at Deepwater. Won't you state in your own way what that operation is now, and what the difficulties, if any, would be in enlarging that operation to care for a large tonnage of coal going west?

A. Deepwater is a contracted yard built right at the foot of a hill. My recollection is that the Virginian has three tracks and the C. & O. has two tracks and a passing track. A passing track is used for passing trains. I heard Mr. Tams' statement this morning in regard to the number of cars received through Deepwater, delivered to Deepwater; but he did not explain that the only way that [fol. 1525] the interchange is being handled properly now is because we use the gathering engine, or switch engine, as it were, from Page to move those loads from Deepwater promptly on delivery from the C. & O.; because we have to use those tracks to reswitch two passing trains each way a day at Deepwater.

Q. Passenger trains?

A. Two passenger trains. Our train No. 3 going to Charleston or Huntington has to be reversed at Deepwater. It goes in headed east, and it has to be switched to go west. Our No. 4 coming from the C. & O. to the Virginian has to be reversed at Deepwater, and it requires one or two tracks open to be able to do that successfully.

Q. You have to keep two tracks open in order to make that regular movement of the passenger train each way each day?

A. Yes, sir. Then we have a train No. 5 that runs from Princeton to Deepwater and turns there. It has to be reversed at Deepwater. We don't make up any freight trains at Deepwater. We move the loads as they come to us to Page, which is 8 miles farther away, where we have a very good yard, and there we switch these cars into trains and start them from there.

Q. Would you consider that the present facilities at Deepwater were sufficient to handle an additional tonnage

that would amount to twice as much in addition to what is now there?

[fol. 1526] A. The facilities would not accommodate it, nor would the track between Page and Deepwater accommodate it. The track is very bad alignment, a 12 to 14 degree reverse curve, and it would be practically impossible to put that tonnage over it successfully.

Q. Do you subscribe to the testimony that was given at the earlier hearing—I think by Mr. Gore—that the whole line of the Virginian between Deepwater and Mullens is practically of the alignment and character of a branch line rather than a mine line running track?

A. Well, a very considerable reconstruction of that line would be necessary to put heavy tonnage over it. The line was built, as I understand it, from branch lines put in for coal and lumber, and is not well built at all. We have 1½ degree curves, several of them, and very bad alignment, in that territory.

Q. You have a worse grade going over Clarks Gap than anything that is going in that direction?

A. Yes.

Q. How do you differentiate those two, Mr. Hix?

A. Clarks Gap is a double-track proposition. It is at the foot of a grade of 14 miles, where you can use pusher service to get the traffic over. The line between Mullens and Deepwater is what we call a broken grade; a heavy grade here, and 30 miles farther on another heavy grade, that would preclude the possibility of handling it with [fol. 1527] pusher engines successfully.

Q. You heard Mr. Gore's testimony in regard to—

A. (Interposing.) I think the Examiner wanted to ask me a question.

By Examiner Hunter:

Q. Just what do you mean by heavy traffic? By that do you mean the individual cars or the number of cars?

A. The density of traffic, increased density of traffic.

Q. The relationship is not clear to me between the density of traffic and the curvature and grades.

A. The greater the density of traffic the harder it is on your neck. A heavier density of traffic over a railroad is harder than a light density of traffic, on account of the increased number of trains.

Q. This branch now has very little traffic on it; that is, relatively?

A. Very little westbound traffic on it; the movement empty principally, and the loads eastbound. From Page we have little or no traffic except the merchandise freight that comes through Deepwater and the passing service.

Q. Would this additional tonnage give you a density that you think could not be handled over that line?

A. I do not think it could be handled under the present conditions. It would have to be revised—rebuilt—to do [fol. 1528] it successfully. I understand in reading over Mr. Gore's statement that he contemplated an increase of 2,000,000 tons per annum—wasn't it, Mr. Carmalt—westbound?

By Mr. Carmalt:

Q. That was the estimate that was made; and in the contemplation of a movement of a million or even two million tons westbound, would you consider that Mr. Gore's statement of the necessary additions to the line from Mullens to Deepwater was a statement of necessary additions?

A. Yes, sir.

Q. As an operating proposition you do not think that tonnage could be handled unless those or similar additions were made to the operation?

A. I think he was very modest. Since his statement was made I have had an estimate made to put in two hundred-car tracks at the east end of the Elmore yard, because it is congested, and it costs about \$110,000 to put in two tracks to hold a hundred cars each. That is due to the condition of the country there.

Q. That you are having done in order to facilitate the movement eastbound?

A. Yes, sir.

Q. Now, what, in your judgment, would be the result of handling the traffic both ways in that difficult country?

A. I think you would slow down your eastbound traffic very materially to undertake to handle westbound and east-[fol. 1529] bound at the same time.

Q. You think that that would increase not only the expense going west, but would increase the——

A. (Interposing.) The expense going east.

Q. The expense going east, on the tonnage that you are moving there?

A. Yes, sir.

Q. Would you anticipate that if that cross current of traffic were put in there that you would be able to maintain an operating ratio such as you have now?

A. No, sir.

Q. Are you able to estimate at all what difference that would make, say, in the turn-around of the cars from the mines to tidewater?

A. I have not made any figures on that. It depends entirely upon the amount of delay you would get in drilling out your westbound from your eastbound.

Q. You would not be able to make any figures on that until you had had the experience, I take it?

A. No.

Q. But from your experience in operating railroads you are convinced that it would make a substantial slowing down of the eastbound traffic?

A. Yes, sir.

Q. And the slowing down of the traffic means a proportional increase in the expense, I take it?

A. Very materially, yes. In explanation of that, of course when you slow down your traffic to such an extent that you get on overtime basis, your rate of handling business is increased. You pay one and one-half times on an overtime basis that you do straight time.

Q. So that not only is there a greater expense because of the longer time taken in doing it, but it increases in greater ratio than the increase in the length of time?

A. Yes.

Q. Mr. Hix, in this complaint 14454 a considerable attack appears to be centered upon the joint operating arrangements over the tracks where both railroads have trackage rights. Won't you state for the record, in your own way, what you think resulted in the matter of railroad economies from those operating arrangements?

A. I was not with the property when the arrangements were made, but I have read over very carefully the contract

covering the Stone Coal operation, and I imagine the rest of them are practically on the same basis.

Q. I am speaking of them more directly from an operating standpoint.

A. Well, I was going to tell you that the Stone Coal is a property over which the C. & O. Railway has a trackage right, but they preferred for economic reasons to have the [fol. 1531] Virginian Railway do this work on a switching charge basis, which was good for the C. & O. Railway and good for the Virginian Railway, in that it only put one company to operating on that joint track, and had no complications by joint operation. As an illustration, the C. & O. give us their coal cars in a string at Stone Coal Junction; we take them up the Stone Coal branch and place them above the tipple in strings. They are passed under the tipple and loaded as they pass under. They come out at the other end of the tipple track, coupled together. All we do is to take an assembling engine, pull them down and shove them into Stone Coal Junction. We have little or no switching to do with those cars, other than spot them, take them out and shove them back on the C. & O. Railroad.

Q. You are operating cars on the Virginian up that branch at the same time?

A. Yes, sir.

Q. Or during the same periods?

A. Yes.

Q. Do you conceive it to be an economy to the Virginian that it shall operate for the C. & O. up that branch?

A. I believe it is better for both companies.

Q. And it serves to reduce the unit costs of assembling?

A. Yes, sir.

Q. If you do all the work for both roads?

A. Yes, sir.

[fol. 1532] Q. And do you consider that there is a similar economy in the service that is performed for you by the Chesapeake & Ohio?

A. Yes, sir.

Q. Do you consider that arrangement under which, taking Stone Coal for example, you handle the cars for the C. & O. in solid blocks—do you consider that comparable with the service on the Virginian where you are loading coal in both directions, east and west?

A. No. If the Virginian Railway was loading cars that might be shipped east or west, they would be pulled out of Stone Coal branch to Elmore and drilled into tracks here and there; a car for the west here and a car for the east there. It might mean breaking every other coupling in the whole track of cars. With the C. & O. Railway we simply take the cars in solid drag from them; place them, and put them back in the solid track and deliver them to them.

By Examiner Hunter:

Q. Whereabouts is Elmore?

A. Elmore is at the foot of the grade on the main line ascending Clarks Gap. It is where the Winding Gulf starts from.

By Mr. Carmalt:

Q. And Elmore is now your principal assembling yard?

A. Elmore is our assembling yard, where we have round-houses and shops for maintaining road engines and pusher [fol. 1533] engines, and small pusher engines are put on to move the loads eastbound over Clarks Gap grade.

Q. Would that be a practicable yard to use for moving the westbound tonnage, too, or would you have to put in another yard?

A. We would have to build another yard.

Q. The work of switching is arranged under the contract so that the C. & O. pays you—

A. The C. & O. pay us \$6 a car for taking the empties from their connecting track at Stone Coal and placing them behind the tipple and giving them a load back.

Q. Do you get a similar charge made against you by the C. & O. for switching on the Piney Branch?

A. Yes, sir. That arrangement is reciprocal. They switch for us at several points.

Q. Then it does not make any difference between the two roads what the charge may be?

A. No. It will even itself up.

Q. The tonnage is somewhere nearly balanced, and it evens itself up?

A. Yes, sir.

Q. In going over Mr. Gore's statement is there any other statement, Mr. Hix, that you think ought to be put before the Commission to describe the effect upon the Virginian if joint rates were established to the west?

[fol. 1534] A. In reading over Mr. Gore's evidence I notice that he referred frequently to the 109-ton car which the Virginian had brought for movement of coal to tide-water. I did not think that that was a proper definition of the car. It is stamped "109 tons" on the body, but loaded and brought to carry 120 tons.

Q. That is, with the 10 per cent overload?

A. Yes. We refer to it invariably as a 120-ton car.

Q. And it normally carries 120 tons, loaded?

A. It normally carries 120 tons loaded. We had a record made last year of 835 of those cars that moved from loading point to Sewalls Point, the pier, and the average was 118 $\frac{2}{3}$  tons per car, for 855 cars.

Q. Now, with particular reference to that car, and to the Examiner's question regarding the handling of westbound tonnage, would it be a practicable operation to use those cars in any volume over the Deepwater extension of the Virginian?

A. We would hate very much to let one of those cars go west of Page. We do not believe that they can be successfully operated over the grade line between Page and Deepwater under load.

Q. And they would not be received by your connections for handling beyond?

A. We have only one connection that will accept a 120-ton car under load, and that is the Norfolk & Western for [fol. 1535] delivery on one of their delivery tracks at Norfolk. The Southern Railway, the Atlantic Coast Line, the Seaboard Air Line and the Norfolk Southern all decline to receive them. The C. & O. clearance will not permit them to go over the C. & O. line.

Q. If you complete the improvements that are now under way, of which Mr. Gore spoke, the electrification and the enlargement of the Sewalls Point pier, and various plans that have been made for the develop of the eastbound tonnage, do you anticipate that you will get the full value of those investments if a part of this tonnage is moved west?

A. No, sir.

Q. They are built, as I understand it, largely upon your recommendation and based on estimates that have been given of the expected growth of the tonnage eastbound?

A. We are building a new coal pier at Sewalls Point at a cost of three million and a quarter dollars, for the express purpose of expediting the shipment of coal offshore and coastwise. It is done for the purpose of helping the coal operators and helping the shipowners to avoid delay in coaling ships at Sewalls Point.

Q. And incidentally you anticipate that that avoiding of delay also give you a better service with your cars?

A. It will turn our cars faster and avoid the necessity of buying more cars.

[fol. 1536] Q. Similarly, are you looking for that kind of development from an electrification, if that is decided upon?

A. We have two of the principal electrical companies in the United States figuring on electrification of our line from Elmore to Princeton, first, and from Elmore to Roanoke as a second proposition, and their figures are expected to be available to us in the next ten or fifteen days.

Q. Your answer was not quite in line with the question that I put, Mr. Hix. Do you anticipate that that electrification, if made, will result in a quicker turn-around and a more economical handling of the eastbound tonnage?

A. It will result in quicker movement of freight and quicker turn-around and a greater volume of business than we now are able to handle.

Q. A greater volume over the Clark's Gap hill than otherwise?

A. Yes, sir. It is claimed by the companies, so far as they have gone, that we can maintain a speed of 18 miles an hour from Elmore to Roanoke, uphill and downhill, with these motors; and that being the case, that we should move a train from Elmore to Roanoke in the same time that we now move a train from Princeton to Roanoke, the distance being 135 miles from Elmore to Roanoke and 98 miles from Princeton to Roanoke. That would mean cutting out a division point at Princeton, and thereby curtailing the expense and delay of operating that short division point in there.

[fol. 1537] Q. Mr. Hix, what is, if you know, the average percentage of car supply to the rating of the mines served by the Virginian now?

A. About 28 per cent.

Q. And by this Exhibit 64 that Mr. Scott has just put in the record it is shown that the total allotment for the month of January on the Virginian is 1,822.8 cars.

A. Yes.

Q. Do you conceive that to be a measure of the capacity of the mines to produce coal?

A. I conceive it to be inaccurate from start to finish.

Q. What do you conceive to be the approximate total production that can be brought out by those mines at the present time?

A. I do not believe that the mines operating on the Virginian Railway can load over 850 cars a day, one day after another.

By Examiner Hunter:

Q. And in that you include the joint mines as well as the local?

A. Yes, sir; all of them. The heaviest loading that has ever been recorded on the Virginian Railway was 1,047 loads in one day, not long ago—a month or six weeks ago—and that was due to the fact that no empties had been placed at a great number of the mines for two or three days, and they had all of their mine cars full, and they made a spurt and loaded everything that was put in on Monday morning.

[fol. 1538] By Mr. Carmalt:

Q. And this 28 per cent car supply that is now being furnished is based on this allotment, is it not?

A. Yes, sir; based on that allotment.

Q. So that based on the real capacity of the mines to ship, there is at present on the Virginian somewhere between 60 and 70 per cent car supply?

A. About 75 per cent.

Q. As a matter of fact, has there ever been a period when there was a greater production of coal than in the last few months on the Virginian?

A. I think January was probably the heaviest producing month in the history of the Virginian.

Mr. Carmalt; I think that is all.

## Cross-examination.

By Mr. Scott:

Q. On this particular day, Mr. Hix, to which you refer, when the Virginian experienced the heaviest loading in its history, do you recall what percentage of cars you delivered to the mines that day?

A. No; but it was on Monday, and we delivered between eleven and twelve hundred cars between Saturday and Monday. I think they carried over something less than a hundred cars empty that night.

Q. Have you any information as to the maximum amount of coal hauled eastbound over Clarks Gap in a single working day?

[fol. 1539] A. About 715 loads.

Q. I have before me, Mr. Hix, the Virginian car allotment which has been referred to, and I do not find any rating for the Loup Creek Colliery Company. That is a mine owned by the Virginian Railway and supplies the Virginian Railway with fuel, as I understand it.

A. Yes, sir.

Q. I presume that is the reason that is not shown in this rating sheet; at least I do not find it here.

Mr. Carmalt: That is a fact, Mr. Scott. Those cars are all assigned cars, and those mines are not rated.

Mr. Scott: I see. On the second sheet I see it refers to assigned cars. I presume that covers——

The Witness: Fuel cost only.

By Mr. Scott:

Q. I take it from the car allotment sheet, Mr. Hix, that you would have a very heavy tonnage from Page eastbound; from Page and coal-shipping stations intermediate between Page and Mullens you would have a very heavy tonnage?

A. Not a particularly heavy tonnage. You understand this fuel coal at Page is moved at our convenience, by local freight and otherwise. We load about thirty to thirty-five cars a day.

Q. Would not coal originating at such points as Summerlee, Lochgelly, Oakwood, and all coal moving eastbound

from the Kanawha, Glen Jean & Eastern mines, move east-  
[fol. 1540] bound over this track between Oak Hill Junction and Mullens?

A. Yes, sir.

Q. Is it not a fact that that is a very substantial tonnage?

A. Yes; a very good tonnage, but not as heavy as the Winding Gulf.

Q. In any event, you have a heavy eastbound tonnage, as I understand it, and it is essential, of course, to keep that track in fairly good repair in order to handle that tonnage?

A. It is in very good repair. We have got it very well ballasted, laying it with hundred-pound rail.

Q. What is the particular feature in connection with the handling of the coal westbound that would differentiate from the handling of the coal eastbound; that is, as to the condition of the track?

A. No; it is the condition of the alignment and of the grades. You have broken grades of  $1\frac{1}{2}$  and 1.7 per cent westbound, too far for pusher service, and the line from Page to Deepwater is not suitable for heavy tonnage.

Q. I notice on Exhibit 23, which is the profile of the Virginian Railway, there is a maximum grade east bound of 2.02 per cent between Deepwater and Silver Gap.

A. Yes.

Q. All the coal moving from Page eastbound would have to move up that grade, would it not?

A. Pusher grade.

[fol. 1541] Q. I also notice between Pax and Harper there is a maximum grade of 1.75 per cent.

A. Pushers.

Q. And all coal that is delivered to the Virginian Railway from the Kanawha, Glen Jean & Eastern Railroad would have to move up that grade, would it not?

A. Yes, sir.

By Mr. Carmalt:

Q. Did you say pusher service there, Mr. Hix?

A. We have pusher service at Silver Gap and at Harper also, unless the mine engine takes it up to the top of the hill.

By Mr. Scott:

Q. Would there be any particular obstacle to installing the pusher service on the other side of the hill there and pushing the coal to Deep Water in the opposite direction?

A. Yes. You look at the distance that you would have to push there, and the number of places, and you will see that there are three. One of them is about 16 miles.

Q. As a matter of fact, Mr. Hix, there are broken grades both ways between Deep Water and Elmore, are there not?

A. Yes, sir.

Q. And is it not a fact that there is a greater lift between Deep Water and Mullens eastbound than there is between Mullens and Deep Water westbound?

A. Yes; but it is not equally distributed westbound. You have got one place there, Mr. Scott, at Silver Gap where we [fol. 1542] have pusher service, and from Eccles or Surveyor to the top of the grade there is a short grade there where the mine engine put the loads up to that point, which enables us to get by with one pusher service. Now, take your grade westbound, starting at Mullens, and you have got about 13 miles of pusher service there to the tunnel under Slab Fork. Then you have got a 1.1 per cent grade from Surveyor to Harper. Then you have got a grade from Lively to Dothan and to Silver Gap.

Q. That is 1.1 per cent, is it not, Mr. Hix?

A. Yes, sir; 1.1.

Q. Is it not a fact, Mr. Hix, that those three grades that you have referred to, westbound, are much shorter than the grades eastbound?

A. Well, the one from Mullens is 13 miles.

Q. What is it from Deepwater to Silver Gap?

A. We don't push from Deep Water. We have no movement in between Page and Deepwater except switching movement and passenger trains. We push from Hamilton to Silver Gap, which is 7 miles. Beards Fork is worked by switch engines. There is no road service in there at all. Beards Fork is a branch on which the Loup Creek has an opening for fuel purposes.

Q. Is not the coal pushed from Beards Fork Junction there?

A. No, sir; it is brought in by switch engine.

[fol. 1543] Q. I understood you to state, Mr. Hix that the switching performed by the Chesapeake & Ohio Railway and the Virginian Railway on these jointly operated tracks was done on a reciprocal basis.

A. Yes, sir.

Q. Is it not a fact that there are different switching charges assessed at different points throughout the district?

A. Oh, yes. They are different in the conditions of the switching, too—the length of the switching.

Q. Have you made any calculation to ascertain whether, as a matter of fact, the switching is done on a reciprocal basis; that is to say, whether the charges paid by the C. & O. do approximately equal the charges paid by the Virginian to the C. & O.?

A. No; I have not personally made any; but we have a meeting called now to go over all switching charges, pro and con, to see whether or not each man is getting enough for the service performed.

Q. I would like to call your attention to a provision in the trackage agreement between the Chesapeake & Ohio and the Virginian Railway, which is Exhibit No. 35 in the Gulf case. I will identify it as paragraph 10 of Article IV on page 11 of the exhibit. That paragraph provides:

“In order to avoid duplication of switching at the various [fol. 1544] coal and coke operations, the mutual effort is to be made to work out plans by which one company will do all the switching at given places both for itself and for the other company, and this basis is to be worked out in a manner that will be fair and equitable to each of the parties hereto, and it is to be done by special agreement covering each particular case and at as near actual cost as can be determined, and no discrimination for or against either company is to be practiced by the other.”

Now, would not that paragraph, Mr. Hix, indicate that these agreements were not on a strictly reciprocal basis?

A. I think it would indicate that they were on a reciprocal basis.

Q. If the service was to be——

A. (Interposing.) Done at cost.

Q. —done at or near cost?

A. Yes; I think that would signify that that was reciprocal.

Q. Then the \$6 charge is not an arbitrary charge?

A. That is a reciprocal charge that they agreed to in connection with that switching up there. They thought that was fair and equitable, and cost.

Q. That is presumed to represent cost, is it not?

A. Presumed to represent cost; yes.

Q. Does not that rather contradict the idea, then, that it is on a reciprocal basis?

[fol. 1545] A. I would not so construe it. It would say it would confirm the idea that it was reciprocal; because they agree to switch for us—the Virginian—at some other place at practically cost. Wouldn't you call that reciprocal?

A. Reciprocal would be more or less arbitrary, would it not; the amount of the switching charge?

A. I would not give that definition to the word "reciprocal."

Q. Let me call your attention further to Complainant's Exhibit No. 10, which shows the amounts paid by the Chesapeake & Ohio to the Virginian Railway for switching during 1920, and also the amounts paid by the Virginian to the C. & O. for 1920. This statement indicates that during that year the Chesapeake & Ohio paid the Virginian \$47,000, and the Virginian paid the Chesapeake & Ohio \$77,000; substantially \$30,000 more paid by the Virginian Railway. Would not that further indicate to your mind that it is not a reciprocal proposition?

A. Not at all. They might have done \$30,000 more switching for us than we did for them.

Q. I will ask you this question as a practical railroad man: When reciprocal arrangements are entered into, is not that on the theory that the charges of the one company will about offset the other?

A. No, sir.

[fol. 1546] Q. It is not?

A. No, sir; it is not. It means this, Mr. Scott: that if you will agree to take my cars at A and switch them to B, I will agree to take your cars at A and switch them to H, at a price that we may agree upon as reasonable and fair. That is what I have termed reciprocal. You could not

possibly use it in connection with that, because there are no two cases on anybody's railroad that are identical.

Q. Then, as I understand, your statement now, which was your statement from the beginning—according to your understanding, of course—is that the switching charges are supposed to reflect at or near the cost of the service?

A. Yes, sir; that was the idea. Just let me explain what I mean by "reciprocal", so that the record will show clearly. The word "reciprocal" as I use it, and intend to use it, means that they would do for us similar work under similar conditions; not at the same price, but similar work.

Q. I didn't get your idea.

A. That is my definition of reciprocal as used in that connection.

Mr. Scott: I understood you to say that the charges of one would about offset the charges of the other, and therefore it was a reciprocal proposition. I did not correctly understand you. That is all, Mr. Hix.

[fol. 1547] Redirect examination.

By Mr. Carmalt:

Q. Mr. Hix, I call your attention to the fact that the figures on Exhibit 10 which Mr. Scott has referred to, indicate that for the period covered the Virginian received twelve thousand-odd cars from the Chesapeake & Ohio, for which it paid to the Chesapeake & Ohio some \$77,000, or a trifle over \$6 a car, and the Virginian turned over to the Chesapeake & Ohio some 7,000 cars, for which the Chesapeake & Ohio paid the Virginian \$47,000, or a trifle over \$6 a car. That would indicate to your mind that that switching arrangements had been worked out on a reciprocal basis, would it not?

A. Yes.

Q. In the territory between Deepwater and Silver Gap, or particularly that part of the haul between the foot of the grade and Silver Gap, where you use pusher service, is there any very large tonnage moving eastbound?

A. Yes. I think that takes in the Kanawha, Glen Jean & Eastern, in that territory.

Q. So that there is a substantial tonnage over which you have to use pusher service going eastbound?

A. Well, the word "substantial" does not signify very much there, Mr. Carmalt; but I would say there was 60 to 75 cars a day. The pusher is put on there for economy, because one engine can pull the tonnage, after it has gotten to the top of the grade, to the end of the run.

[fol. 1548] Q. What is that; a single-track line?

A. A single-track line; yes, sir.

Q. What would be the effect if you were to put on even an equal tonnage going westbound against the eastbound tonnage?

A. Then you would have to put on three sets of pusher engines at three different points, or run the pusher engines the full length of your division.

Q. And where it is necessary to have a pusher service in both directions it complicates the operation more than it would where there was not the necessity for pusher service?

A. Yes, sir.

Q. Just to keep the record clear, the Glen Jean connection is east of Silver Gap, is it not?

A. It is east of Silver Gap. I didn't recall.

Mr. Carmalt: That is all, I think.

#### Recross-examination.

Mr. Scott: I would like to ask Mr. Hix a question. Perhaps he is not familiar with the situation that I have in mind.

By Mr. Scott:

Q. Are you familiar with the location of the Beard Smokeless Coal Company?

A. No; I am not.

Mr. Scott: That is all, then. I wanted to ask you a question in regard to that company.

(Witness excused.)

[fol. 1549] Mr. Scott: Off the record.

(After discussion off the record:)

Mr. Carmalt: Just what is it you want, Mr. Scott?

Mr. Scott: Copy of the contract, if there is any contract, between the Chesapeake & Ohio Railway and the Virginian Railway in connection with the track serving the Beard Smokeless Coal Company mine.

Mr. Knight: Very well.

Mr. Carmalt: I assume that the record will be sufficiently taken care of if Mr. Adsit finds the facts to be as he recalls them—that each road has its tracks going in to that mine.

Mr. Scott: Yes.

Mr. Knight: My understanding is that the Beard Smokeless was a small mine, the operation of which has now been discontinued. It is my further information that this mine had an independent connection with the C. & O. tracks and with the Virginian tracks. If I find that the facts are otherwise, and if there is or was any contract between the C. & O. and Virginian relating to the service of this mine, we will file a copy of it.

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CLARENCE W. HUNTINGTON was thereupon called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

[fol. 1550] Direct examination.

By Mr. Knight:

Q. You have been on the stand before in this case, Mr. Huntington?

A. Yes, sir.

Q. Mr. Huntinton, please state whether in your opinion the Virginian should go into westbound coal business or be compelled to go into the westbound coal business at this time, and if not, why not.

A. In my opinion the Virginian should not go into the westbound coal business nor be compelled to go into the westbound business under circumstances and conditions of through routes and joint rates. I have this morning jotted down in lead pencil, hurriedly, a few of my thoughts on that subject, and if permissible I will read them.

In the first place, the road was conceived and built to haul coal to tidewater and to connections in the Southeast. There was and is no need for its tonnage to be diverted to

the west, with a short haul for the Virginian and correspondingly low earnings. This has been recognized by various authorities from time to time. It was made clear to the Interstate Commerce Commission in response to a letter of inquiry signed by Mr. Commissioner Daniels January 5, 1918, and was so viewed by the Railroad Administration during the period of Federal control.

To turn our coal west would give us about one-tenth the [fol. 1551] mileage haul as compared with our present tidewater movement, and a proportionate reduction in earnings. It would require a vast increase in our car supply to meet the absence of our cars from our line for 50 days or more on Western connections, compared with an actual performance of two round trips per month to tidewater. The efficiency of equipment thus being reduced is manifest.

To meet this situation would require heavy investment in additional cars to produce disproportionately small earnings for the Virginian and to burden its connections with tonnage of the same character as is produced on those lines in actual excess of their ability to handle it.

Expenditures made for additional sidings between mines and connections at Deepwater, increased interchange facilities at that point, and so forth, and so forth, required by the westbound movement of any considerable tonnage would be practically wasted when the Virginian builds, as it should and will build at an auspicious time, its own line toward the west, down Coal River and down the Guyan-dotte. When that time comes the Deepwater end of the line will be but a stub end branch. Such an extension toward the west is well defined in the plans of the Virginian, but it has been impracticable, under the financial conditions of the railroads generally, to proceed with the work heretofore, and is at this time.

[fol. 1552] Owing to the exceptional character of the Virginian's construction and service, it is not only practicable but economical for it to use equipment different from that generally used on other railroads. For example, our standard coal car is now one of 120 tons capacity, which is hauled to tidewater and dumped into vessels waiting at a pier especially designed and constructed for such cars; and to insure the prompter handling of an increasing tonnage at tidewater we are now beginning the construction of a second such coal pier at an expense of more than \$3,000,000. Such

cars, while adapted to the superior standards of construction of the Virginian, cannot be handled on many of the lines; but the Virginian should not be deprived of this peculiar advantage, and purchases of coal cars should be confined to the large capacity car.

The logic of this as to the Virginian was expressly recognized by the Director General of Railroads during the period of Federal control, when he gave permission for the purchase of large cars notwithstanding their lack of interchangeability with other lines.

More than three million dollars—I did not take the various separate construction jobs, it is probably nearer five—was expended in the double-tracking of Clarks Gap Mountain, which work from the very logic of the situation was continued during Federal control, but would be shown to [fol. 1553] have been wasteful were any considerable portion of our tonnage diverted from its natural destination at tidewater on our line for transshipment to New England and other coast destinations by vessel to an already fully supplied field of consumption in the Middle West.

Similarly, the \$3,000,00 now being expended to insure tidewater shippers adequate and ample pier capacity—I put it "would be squandered." It might be said, would be expended far in advance of any necessity for it.

The territory in the Middle West proposed to be fed by a few mines on the Virginian is already supplied with the same class of coals from the C. & O. and the Norfolk & Western, and with other coals of excellent quality from other parts of West Virginia, Western Pennsylvania, Ohio, Indiana, Kentucky, and three different fields in Illinois. It is a highly competitive territory, and far more than enough West Virginia smokeless coals to meet its demands can be supplied from the mines on railroads reaching it with their own rails or already established connections, and any tonnage from the Virginian would simply add to the operating difficulties of those lines and reduce their efficiency of service to their own mine operators.

In this connection, the Virginian will in due time build to a lake port, and in the meantime continually increase its facilities in the direction of tidewater terminals and South-[fol. 1554] eastern connections. Surveys for the electrification of 34 miles and probably 132 miles of the Virginian

from Mullens, W. Va., to Princeton, Va., or to Roanoke, Va., are approaching completion. This work will cost, according to the mileage chosen, from seven to fourteen million dollars, and is intended to meet the requirements of an eastward tonnage increasing in the next three or four years from seven million tons to twelve and a half million tons per annum. This project might be found of doubtful utility and advisability if a considerable tonnage were diverted from us, as is proposed in this case, and certainly under such circumstances the extension of the Virginian to the west would be indefinitely deferred because of such diversion of tonnage, producing grave decreases in earnings, would render it impossible for us to provide from earnings the necessary proportion of cash for such extensions, and would seriously impair our credit and threaten our ability to borrow money at all.

Those are a few thoughts that occurred to me this noon at luncheon time, as an expression of my own personal views upon the general question.

Q. You have testified, I believe, Mr. Huntington, as to your railroad experience when you were on the stand before?

A. I was qualified; yes, sir.

Q. And your experience has been very largely in the [fol. 1555] Middle West?

A. Yes, sir. I grew up in the Middle West, railroading.

Q. Mr. Huntington, it is a fact, is it not, that the Virginian has every year to find several millions of dollars out of earnings to apply to the improvement of its service for eastbound coal and its other present business?

A. Yes, sir.

Q. Do you see any prospects now or in the near future of the Virginian's being able out of its earnings to do more than meet the demands of its eastbound business?

A. I do not.

Q. Is there any prospect now or in the immediate future for the Virginian to supply the funds that the development of its eastbound business demands and to accumulate a fund that may be used to go westward over its own rails?

A. I should say not.

Mr. Knight: That is all, sir.

## Cross-examination.

By Mr. Scott:

Q. Did I understand you to say, Mr. Huntington, that the Commission in some investigation made a finding that it was not practical for the Virginian coal to go west, or words to that effect?

A. I do not think I said that, Mr. Scott. I said that in 1918, in answer to the Commission's inquiry through Mr. Commissioner Daniels as to the requirements and financial [fol. 1556] needs of the railroads prior to the establishment of Federal control—shortly prior to that time, when the situation was in the hands of the Commission—it was made clear to the Commissioner and to the Commission, and on several occasions afterwards, on frequent opportunity, that the Virginian had a well and clearly defined mission to haul its smokeless coals from the West Virginia fields to tidewater; during the war largely for the navy and for the merchant marine, then under the control of the Government; before and since the war, for the New England states and other coastwise territory, which is increasing. Smokeless coals are finding their way into New York Harbor.

Q. Then, as I understand, you have no formal expression from the Commission or any of the commissioners to the effect that the Virginian Railway coal should not be required to go into the Western market?

A. No, I have nothing; but prior to my connection with the property, as I have heard, the Commission was convinced that there was no necessity for through routes and joint rates to the West.

Q. That is the Loup Creek Colliery Company case you have in mind, is it not?

A. I do not recall the style of the case.

Q. It has been referred to heretofore in the proceeding.

A. I remember there was such a case, but, as I say, it was prior to my connection with the property.

[fol. 1557] If I may be permitted to enlarge upon that, the Virginian road was begun—its construction was begun—at the westerly end. It was extended from its original condition of a little piece of a lumber road or a coal mine road of a very few miles in length, upon extravagant grades and curvature, expressly to the east; built to and for an

eastern business. The westerly end of it is extremely difficult of operation, because of its natural configuration, and there is a very considerable mileage of it that is not especially productive. The Winding Gulf branch produces more than the whole line from Mullens west; and whenever the Virginian is built, as it must needs some day be built, to the Ohio River, down the Coal River or down the Guyandotte River, as I have said, the connection at Deepwater will be a mere matter of form.

Q. Just how far, Mr. Huntington, have those plans progressed? That is, have your plans to build westward progressed far enough so that you can give these Virginian operators any hope of securing a western outlet over the Virginian Railway within any definite period of time?

A. They have so far progressed, Mr. Scott, that we have and own a right of way down the Guyandotte River to an intersection with the C. & O. in the Logan field, and we have various stretches of right of way down the Coal River. We have the line very thoroughly surveyed.

[fol. 1558] Q. How long has the Virginian owned those--

Mr. Knight: Let him finish his answer, Mr. Scott.

Mr. Scott: I thought he had finished. Excuse me.

The Witness: And it is only because of the conditions of the times, the war and the difficulties of the railroads, that we have not proceeded with development work along those lines.

Mr. Knight: You started, I believe, to say that you had a line very thoroughly surveyed, and then you were switched off.

The Witness: I say, we have lines thoroughly surveyed both down the Guyandotte and the Coal River.

By Mr. Knight:

Q. And down the Kanawha to the Ohio River?

A. And down to the Ohio River.

Q. Is it within your knowledge that we have had surveys made through Ohio and to the Lakes?

A. It is; and it is also my knowledge that we own land for a terminal.

By Mr. Scott:

Q. You speak of owning these various stretches of right of way. Is it not true that the Virginian has owned those properties for a good many years?

A. I could not say how many years. There have been several years of trials and tribulations for the railroads.

Mr. Scott: Which the coal shippers have experienced. [fol. 1559] That is all.

Mr. Knight: That is all.

(Witness excused.)

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Mr. Carmalt: Mr. Knight, will you take the stand?

E. W. KNIGHT was thereupon called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Carmalt:

Q. Mr. Knight, in your former testimony you gave your history with this property, and I do not know whether you stated whether you were familiar with the financing of the railroad pretty completely.

A. Yes; I am.

Q. Won't you state for the record somewhat the difficulties with the financing, particularly with reference to the mortgage on the present railroad?

A. All the Virginian Railway property, including after-acquired property, is subject to its so-called first mortgage of May 1, 1912. Its mortgage, covering after-acquired property, provides for the issuing of bonds against such after-acquired property. Under the mortgage bonds may be issued against the construction or acquisition of extensions of the main line to the amount of the cost thereof, not [fol. 1560] exceeding \$75,000 per mile. Against the construction or acquisition of branch lines and of second track bonds may be issued to the extent of the cost thereof, not exceeding \$50,000 per mile,

Those limits, which seemed reasonable in 1912, because they might be averaged over all miles of track at the time existing—that is, branch lines, second track and main lines respectively—are, of course, under the present scale of costs of construction, and any scale that we can foresee in the future, utterly inadequate. The Virginian has been compelled to change its plan of financing the construction or acquisition of future lines, that is, in any substantial amount.

Q. Let us first deal with the eastbound situation; the present plan of the railroad. The provisions of the mortgage require you to take substantial sums from income for any large improvements eastbound?

A. Yes. I should have said that; that while the extensions of the main line and extensions of branches may be financed under the mortgage at cost within the limits stated, on all other new construction work the company must furnish otherwise than through proceeds of bonds secured by the mortgage, 25 per cent in each case. That is, for general facilities, yards, shops, equipment—if we purchase any under the mortgage—and all that, the company must pay otherwise than with proceeds of bonds 25 [fol. 1561] per cent of the cost, and can only have issued under the mortgage bonds to the extent of 75 per cent of the cost.

Q. As I understand the situation, the extensions and development in the territory east, say, of Mullens, have been pretty well completed so far as the management foresees the development for the immediate future?

A. I should say they had. I think many of our branch lines to the east of the main line will be extended somewhat, but I do not think that any substantial construction is probable east of our main line in West Virginia.

Q. And the plan of extension of line, then, for the future necessarily looks to the west?

A. Looks to the west.

Q. Has it been considered that the present mortgage is adequate to deal with the situation looking to the west?

A. It has been definitely ascertained that the present mortgage is inadequate; that it is not possible any longer to build or buy railroads in West Virginia at \$75,000 per mile for main line construction or \$50,000 per mile for branches.

Q. And what has been done in order to meet that situation and to provide for the financing of the development in that territory?

A. A railroad company has been incorporated under the [fol. 1562] West Virginia laws, called originally the Virginia-Wyoming Railway Company, the name being subsequently changed to the Virginian & Western Railway Company, and on all its property now owned and all to be hereafter acquired has been placed a mortgage, which is an open mortgage; that is, the amount of bonds that may be issued under it is not limited. The Virginian has bound itself by executing the mortgage to guarantee all the bonds that may be issued thereunder, and has guaranteed a small amount of bonds, the issue of which has been authorized; or probably the guarantee has not been signed, but the Commission has authorized the issue so far of a million and a half of bonds under that mortgage, and the Virginian will guarantee those bonds when they are issued.

That mortgage provides that bonds may be issued under it for new construction to the amount of 90 per cent only of the cost. The railway company has to furnish 10 per cent of the cost of construction or acquisition of new lines.

Q. And there is no limitation there as to the maximum expenditure per mile of road?

A. No limitation as to maximum expenditure; and so with practically all the other things that may be bought or built under the mortgage except equipment. For equipment the railroad company must furnish 20 per cent of the [fol. 1563] cost otherwise than through the proceeds of bonds secured by the mortgage, and for all other work it may take down bonds to the extent of 90 per cent of the cost provided it has furnished 10 per cent otherwise than through the proceeds of such bonds.

Q. Is there anything else in connection with the financing and the difficulties of the immediate future that you think would throw light on this record?

A. I think not, sir.

Q. Now, Mr. Knight, the complaint in Docket 14,454 lays special stress upon the character of the leases and joint trackage arrangements that have been entered into between the Virginian and the C. & O. in the New River district, and you have stated on the record generally the history of those

arrangements. I do not know that it is very clear how they began and in what spirit the Virginian entered into the first of these arrangements. My understanding is that the Piney River and Paint Creek was the first extension that the Virginian undertook. Was that undertaken by the Virginian as a means of getting more tonnage moving to the east?

A. Yes. I have not recently reread my former testimony in the matter, and perhaps if there is no objection, I might briefly restate it.

Q. In doing that will you bear in mind the statements [fol. 1564] made by the Commission in the case of the Ridge Mining Company in Illinois? You are familiar with that case?

A. I have read the case, and read it not very many weeks ago. I think I realize the points that you want to cover.

Q. The point generally there is that the Commission has found that a railroad may extend its line and that it may be, to a certain extent, at least, the arbiter of how far it will extend, and the purpose of the extension.

A. Yes. The purpose of the lease of the Piney River & Paint Creek Railroad and the White Oak Railroad by the Virginian, and the trackage agreements between the Virginian and the C. & O., so far as the Virginian was concerned, were wholly in order to get tonnage to keep the line reasonably busy. So far as the C. & O. were concerned, I think it is safe to say that those agreements were made by the Chesapeake & Ohio because otherwise the Virginian would have paralleled existing lines of the Chesapeake & Ohio, and there seemed no use from any point of view in having two tracks; that is, in having a second track built where an existing one would do the work.

In 1909, when the Virginian Railroad was finished and formally—

Q. Let me ask you there whether or not in the negotiations it developed that you could have leased any of those lines unless you had a provision for extension of service by [fol. 1565] both railroads to those mines that were served by them.

A. Yes; we could have leased the Piney River & Paint Creek Railroad without giving the Chesapeake & Ohio access thereto.

As I started to say, in 1909, when the Virginian was formally placed in operation, and when its Winding Gulf branch was being built, it was apparent that notwithstanding the tonnage expected from the Winding Gulf branch the tracks then built and then under construction would not keep the Virginian Railroad busy nor for a long time to come furnish us the tonnage that was needed.

The White Oak Railroad had built to a connection with the Virginian in 1909 or 1910; I do not remember the exact date. The Kanawha, Glen Jean & Eastern about the same time, but a little bit later than the White Oak Railroad, was built to a connection with the Virginian. After the connections of those roads respectively were made with the Virginian, we made with them an arrangement for through routes and joint rates, publishing tariffs from stations on those roads respectively and giving the short-line roads a 10 per cent division of the Virginian rate, or the Virginian proportion of a rate, as the case might be.

The tonnage received from those roads, with the tonnage we had, still fell short of the business that we needed and wanted, and Mr. Raymond Du Puy, who was then President of the Virginian Railway, conceived the idea of leasing the [fol. 1566] Piney River & Paint Creek Railroad, and he negotiated the lease of that road under an agreement which provided that the Virginian should build to a connection with the Piney River & Paint Creek if it could not obtain trackage over the C. & O. to reach the Piney River & Paint Creek. My recollection is that there was no provision in that agreement for giving any of the Piney River & Paint Creek tonnage to the Chesapeake & Ohio or giving the Chesapeake & Ohio access to the Piney River & Paint Creek Railroad unless we obtained trackage rights. If we built to a connection with the Piney River & Paint Creek, it became our exclusive property for so long as the lease lasted.

That lease was negotiated, I think, early in the year 1912.

Q. You did not connect at that time with the Piney River & Paint Creek?

A. No. At that time our line ran, as it does now, to Pemberton. We should have had to build from Pemberton to the neighborhood of Beckley, in Raleigh County, in order to make the connection; I think some three or four miles.

We laid the matter then before the Chesapeake & Ohio people, showing them our lease and making a proposition

to them to let us reach this property by trackage, offering in that case to let them take an undivided half interest in the lease, and offering also to give them trackage over our [fol. 1567] lines in exchange for the trackage that we should get over theirs. The Chesapeake & Ohio very promptly accepted the proposition, preferring to have us reach the Piney River & Paint Creek by trackage, and to take an undivided half interest in the Piney River & Paint Creek lease, to having us parallel their line and take over the Piney River & Paint Creek property. When that agreement was made between the two railroad companies, the two railroad companies then made a proposition to the White Oak Railway Company to lease its property jointly, and a lease was then made, a joint lease with the two companies, expiring, I think, at the same time as the Piney River & Paint Creek lease.

In the trade with the C. & O. we got certain trackage rights. Those trackage rights were in every way equivalent to a construction of a line by us, except that my recollection is we did not have the right to handle all commodities offered those lines, but we had the right, wherever we had trackage from the Chesapeake & Ohio, to handle coal from every coal mine then on that trackage or that might thereafter be opened upon it, and similarly the Chesapeake & Ohio had the right, where it got trackage over our line, to handle coal from every mine opened or that might thereafter be opened upon it.

Q. And when the extension of the Virginian was made up [fol. 1568] to Stone Coal, that was done with equal care to see that each mine intermediate received the same service that was received by all the mines reached by the trackage?

A. At about the same time as the negotiations in respect to the Piney River & Paint Creek and the White Oak Railway and the trackage rights took place between the Chesapeake & Ohio and the Virginian, Mr. Stephens, then President of the Chesapeake & Ohio Railway, suggested that duplicate construction up the various tributaries of the Winding Gulf branch would be unnecessary and wasteful, and made a proposition that wherever either company intended to construct a branch up any of the tributaries of the Stone Coal, it should give the other company notice and a right either to contribute to the construction of the branch and

share in the ownership half and half, or to take trackage rights on certain terms. That proposition was accepted by the Virginian, and I believe all the construction of branch lines on the tributaries of Stone Coal has been done by the Virginian. In each case the Chesapeake & Ohio has been given notice before the construction was begun, and I believe in each case has elected to take trackage rights on the terms of the agreement on those branches; and the Chesapeake & Ohio and the Virginian have on each of those branches or tributaries of Stone Coal exactly the same rights. They are in the same situation as if each had an independent line [fol. 1569] up those branches respectively, except for the expense and the difficulty of operation.

Q. As I understand it, the Virginian had first built down the Winding Gulf to the Stone Coal connection, had they not?

A. The Virginian had built literally up the Winding Gulf.

Q. Up the Winding Gulf, yes.

A. The construction progressed from Mullens up the Winding Gulf, over the divide and down Soak Creek to Pemberton, and they started that construction before the Chesapeake & Ohio started its construction, I am quite sure, though I think it probable that the Chesapeake & Ohio was constructing its Winding Gulf branch during part of the time that the Virginian was building its Winding Gulf branch.

Q. The Chesapeake & Ohio built down the Winding Gulf at the same time that you were building up?

A. Yes, sir.

Q. And there had been that duplication of trackage on the Winding Gulf?

A. There had been that duplication of trackage to Pemberton from whatever the point is near the mouth of Stone Coal; I think it is Stone Coal Junction.

Q. And it was to prevent future extravagances of investment of that sort that this arrangement was entered into?

A. Yes. It was to prevent more particularly the unnecessary duplication of expense in the development of the [fol. 1570] Winding Gulf territory; that is, the tributaries to Winding Gulf.

Q. Is there anything further about these joint trackage arrangements that you think would clear the Commission's mind in regard to this record?

A. I think not, sir.

Mr. Carmalt: That is all.

Mr. Scott: No questions.

(Witness excused.)

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COLLOQUY BETWEEN EXAMINER AND COUNSEL

Mr. Carmalt: That is our case, Mr. Examiner.

Mr. Scott: Complainants have nothing further except that we would like to have the privilege of filing as an exhibit the Virginian coal car allotment effective January 11, 1923. We have only one copy, and if permissible I would like to retain this copy and have other copies made. This is the base exhibit, or the working sheet, you might call it, for Exhibit No. 64.

Examiner Hunter: Is there any objection?

Mr. Carmalt: There is no objection on our part.

Examiner Hunter: It may be filed, then, within ten days, as Exhibit 65.

(The statement referred to was thereupon received in evidence, to be hereafter filed and marked "Complainant's Exhibit No. 65.")

[fol. 1571] Examiner Hunter: Briefs will be due March 7th. The hearing is closed.

(Thereupon, at 4 o'clock p. m., the hearing of the above-entitled matter was closed.)

(Here follows Exhibit No. 61, map of New River Coal Territory, side folio page 1572)

MAPS

TOO

LARGE

FOR

FILMING

[fol. 1573]

## EXHIBIT No. 62

Statement Showing Average Distances from All Mines  
Taking the Same Rate as Pocahontas (Outer Crescent)  
Compared with Average Distances from Mines on Vir-  
ginian Railway and from Norfolk & Western Railways,  
Outer Crescent Districts, to Destinations Shown.

Destinations	Average distance from		
	N. & W. Ry., Pocahontas, Tug River, Clinch Valley	Virginian Railway	*All mines in outer crescent
<b>**Destination Group 1:</b>			
Bay City, Mich. ....	582	568	552
Detroit, " ....	489	475	461
Ft. Wayne, Ind. ....	479	465	454
Grand Rapids, Mich. ....	597	583	577
Jackson, Mich. ....	502	488	474
Kalamazoo, Mich. ....	570	556	540
Lafayette, Ind. ....	551	537	516
Lima, Ohio ....	390	376	394
Mackinaw City, Mich. ....	791	787	760
Marion, Ind. ....	452	438	435
Muskegon, Mich. ....	675	661	636
South Bend, Ind. ....	560	546	515
Toledo, Ohio ....	431	417	402
Average .....	544	531	515
<b>xDestination Group 2:</b>			
Champaign, Ill. ....	589	575	574
Chicago, Ill. ....	605	591	575
Dayton, Ohio ....	364	350	356
Indianapolis, Ind. ....	436	422	439
Peoria, Ill. ....	681	667	653
St. Louis, Mo. ....	664	650	685
Terre Haute, Ind. ....	523	506	523
Vincennes, Ind. ....	511	497	555
Average .....	547	532	568

\*\*Destinations in affected territory I. & S. Docket 774.

xDestinations in nonaffected territory I. & S. Docket 774.

\*Short line mileage as shown in 46 I. C. C., at page 156.

Destinations	Average distance from		
	N. & W. Ry., Pocahontas, Tug River, Clinch Valley	Virginian Railway	*All mines in outer crescent
Composite Average Destination			
Groups 1 and 2	545	531	538

(Here follows Exhibit 63, map of Western Maryland Railway and connections, side folio page 1574)

[fol. 1575]

#### EXHIBIT No. 64

Statement Showing Virginian Railway, New River Division, Daily Coal-car Allotment Effective January 11, 1923

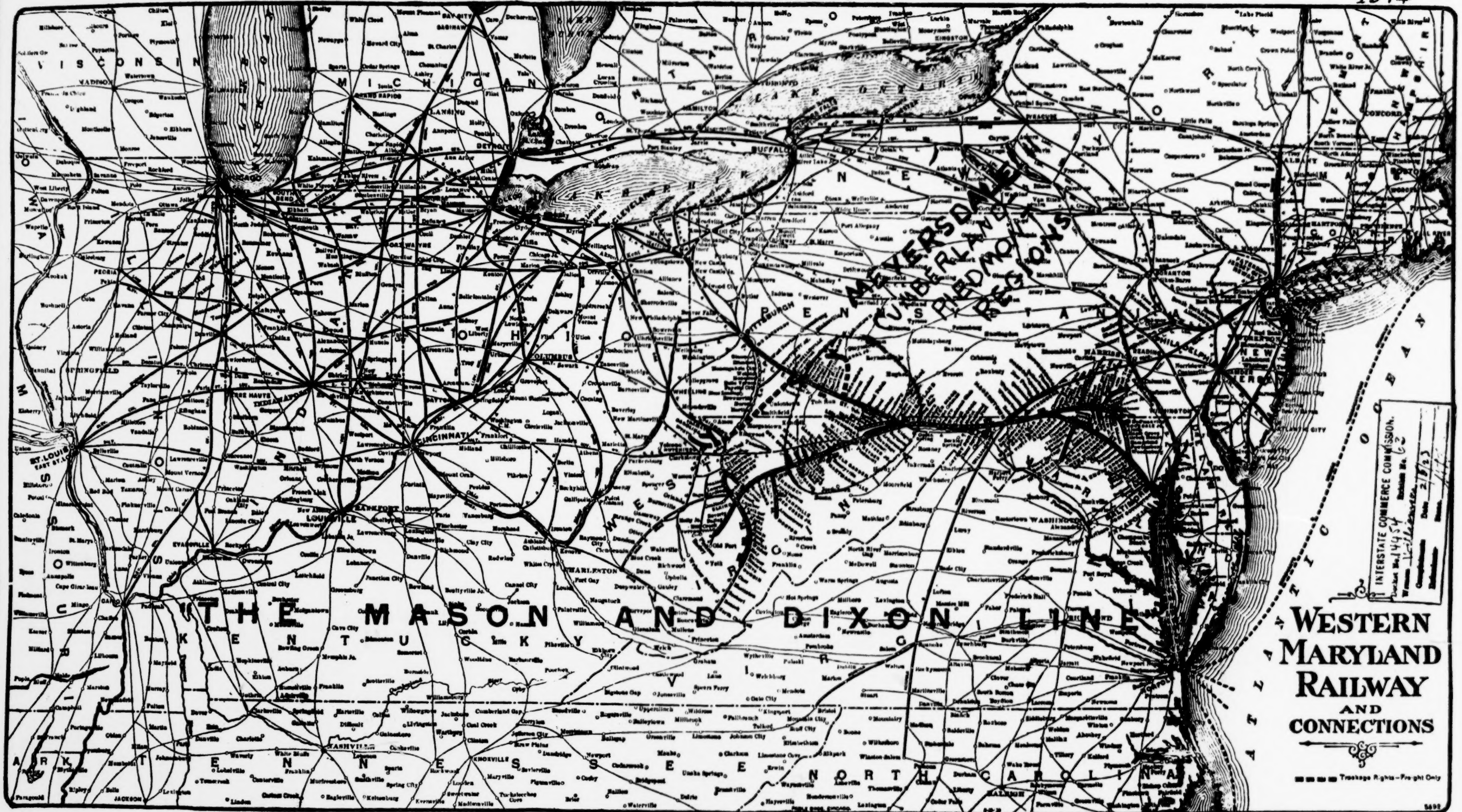
Joint Mines	1,008 3 Cars.
Local Mines	814 5 Cars.
Total Allotment	1,822 8 Cars.

Allotment to mines located on lines operated under trackage arrangements	555 7 Cars.
Allotment to Complainants' Mines	149 1 Cars.

Authority: Figures compiled from Bulletin 48 issued by J. W. White, Superintendent, Virginian Railway Company.

\*Short line mileage as shown in 46 I. C. C., at page 156.

11/11/11 11:11:11





[fol. 1576]

## EXHIBIT No. 65

The Virginian Railway Company, New River Division

Coal Car Allotment, Effective January 10, 1923, in  
50-ton Cars

Mine	Cars
Loehgelly	16 6
Oakwood	22 4
Scarboro	32 1
Whipple	24 7
Price Hill	17 0
Nichol	18 9
Sun	31 4
Sunset	2 1
Derryhale	7 9
Dunloop	13 7
Cepede	11 1
Sugar Creek	11 7
Tamroy	16 9
Oswald	15 3
Kilsyth	24 9
Lee	19 9
Packs Branch	7 1
Fayral	4 0
Bob Coal Co.	1 2
Balwood	2 1
North Kilsyth #	4 0
Glenco #	13 3
Lick Fork	18 3
Ingram Branch	26 1
Long Branch #	34 4
Willis Branch #	12 1
Eccles #5	37 4
Eccles #6	17 0
Summit	16 5
Glen White	38 8
Neal	6 0
Slab Fork #1	39 4
Slab Fork #5	8 6
Otsego	13 7
Caloric	16 0

Mine	Value
Trace Fork	16 5
Meade Poca	14 4
Itmann #17	31 2
Harty	20 1
Barker Creek #1	19 8
Alpoa	16 8
Koerner	1 9
Thermo Poca	17 4
Monticello	18 3
Flat Top	9 5
Coval #	13 4
Micajah Poca	8 9
Algonquin	3 0
America	22 5
Virginian Smo	18 4
Miller Poca	15 1
Wyoming	42 9
Iroquois	13 3
Devils Fork	11 5
East Gulf #3	53 2
East Gulf #5	41 7
Tams	46 9
Stotesbury	47 5
McAlpin	37 6
Woodbay	21 2
Big Stick	20 8
Hot Coal	27 9
Mistletoe	8 9
Winding Gulf	30 2
Affinity	22 2
Ragland	14 6
Pemberton Fuel	15 8
Lillybrook #4	10 9
Piney Creek	1 3
Phillips	6 1
Spencer Fork	8 4
Bacontown #1	4 8
Ralco	12 6
Douglas #2	20 6
Bacontown #2	8 1
Leekie #2	22 3

Mine	Cars
Lillybrook #2 #	14 0
Amigo	11 0
Minter	12 4
Rhodell	10 4
Tommy Creek	15 7
C. H. M. #1	17 9
Killarney	26 7
Vanwood	22 6
Besoco	11 0
Clyde	10 5
Laurel	7 6
Lego	14 4
Pickshin	14 8
L. & H. #3 #	6 7
Lillybrook #1 #	21 6
Princewick #	15 5
Crab Orchard	6 4
Raleigh #1	9 1
Raleigh #3	20 0
Raleigh #6	38 8
Mahscott	18 5
Beckley	16 1
Cranberry #1	25 3
Cranberry #2	19 8
Cranberry #3	31 2
City #2	3 0
White Stick	8
Total	1,822 8

J. W. White, Superintendent.

[cols. 1577 &amp; 1578]

## Summary

Rated mines.....	35,470.2	10,719.4	10,719.4	9,838.9	689.3	689.3
Assigned cars.....	790	790	790	790	.....	.....
Developing Mines...	58.6	58.6	58.6	58.6	.....	.....
Wagon Mines.....	3.0	3.0	3.0	3.0	.....	.....

Grand total.... 36,327.8 11,571.0 11,571.0 10,990.5 689.3 689.3

31.8% Car Supply.

J. W. White, Superintendent.

‡ Estimated as per Article K TD Circular 21.

[fol. 1579] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

PETITION FOR REOPENING ARGUMENT BEFORE FULL COMMISSION AND POSTPONEMENT OF EFFECTIVE DATE OF ORDER—  
March 28, 1925

Comes now the Virginian Railway Company, defendant in these proceedings, petitioning this Commission that the decision herein rendered by a majority of Division 3 under date of March 10, 1925, be reopened, that the cases be argued before the full Commission, and that in any case the effective date of the order be postponed.

This defendant contends that a case justifying the Commission in establishing through routes and joint rates has not been made herein; on the contrary, that these cases fall within the inhibition of Section 15 of the Act, which au-[fol. 1580] thorizes the establishment of such routes and rates only when the Commission shall first find such routes and rates "necessary or desirable in the public interest;" and that the majority report avowedly excludes from its consideration the fundamental question of the public interest.

The Virginian Railway was conceived and built to furnish primarily transportation from theretofore undeveloped coal fields in southern West Virginia to tidewater, though there was in contemplation from the beginning, and is now, the completion, or extension otherwise, of the railway to the Great Lakes and other Western outlets, as and when the necessity and opportunity therefor shall arise.

It was the Virginian policy to thoroughly develop the first unit or half of its projected railroad before starting the second, to render to its shippers the best possible service from the beginning, and to have the first unit contribute to the cost of the second and help carry it through the development period rather than to prolong its construction and development periods by a too ambitious program with consequent drain on the resources of its projectors, probable skimping of its equipment and other facilities, and inferior service to the shippers who had the confidence and enterprise to locate their operations on its lines, and on whose success the success of the railway depended. The complainants and every other shipper locating upon its

line did so with complete understanding of conditions and the expectation that the Virginian would indefinitely continue to handle only east bound coal. Until shortly before the institution of the first of these cases the coal shippers on the Virginian unanimously approved its policy of [fol. 1581] handling coal only to tidewater and other eastern markets, and when these cases were heard a majority in number of its coal shippers, handling more than half its coal tonnage, were still in accord with that policy and opposed to the contention of the complainants herein.

The Virginian has been developed as conceived into a most effective agency for the transportation of coal. It has spent large sums of money in the construction, equipment and perfection of its transportation machine, and, with the exception of a brief war and post-war period has rendered unsurpassed, perhaps unequalled, service to its coal shippers, and that portion of the public whose needs it serves. The record herein makes it clear that if a substantial portion of the Virginian coal tonnage is diverted from the flow of commerce which it was primarily intended to serve there will result a severe depletion of its presently sufficient car supply, a great impairment of its highly effective service to the eastern seaboard and the Southeast, a serious drain upon its finances, and in general a jeopardizing of its prosperity and its life as an independent carrier. And the record not only fails to show that the through routes and joint rates proposed to be established are "necessary or desirable in the public interest," but it abundantly justifies the conclusion of Commissioner Cox to the contrary. The case is one of importance, differing in all essentials from the cases upon which the majority of Division 3 relies for its conclusions, and is of such fundamental public interest, as well as so vitally affecting the Virginian itself, as to warrant the consideration of the issues involved by the whole Commission.

The specific grounds for the requests herein made and [fol. 1582] the errors, as we see them, of the majority of Division 3 in the consideration of the record follow:

## I

The majority erred in the application on sheet 3 of the previous decisions of the Commission there cited.

The cases cited by Division 3 in each instance involved the arbitrary action of carriers in adjusting their rates,

regardless of the public interest, in a manner to impede or stifle the movement of commodities in a given direction, and with the purpose of protecting certain shippers, in most cases those on the lines of the principal carrier defendant against further competition. No such case is here presented. Whether the judgment of the Virginian officers and the bulk of its coal shippers as to what was most to the advantage of the coal shippers was right or wrong, the record leaves no room for doubt that the Railway sought to do only what was believed to be the best interest of such shippers as well as itself.

This defendant denies that the Commission may establish through routes and joint rates, as stated by the majority of Division 3 in the final paragraph on sheet 3, "irrespective" of the public interest. On the contrary the question of the public interest is a matter of primary consideration and of first importance.

*Cardiff Coal Co. v. C., M. & St. P. Ry. Co. et al.*, 13 I. C. C. 460, and *Star Grain & Lumber Co. v. A., T. & S. F. Ry. Co.*, 14 I. C. C., 364, both were cases where the line-haul carrier sought arbitrarily to cancel joint rates in order to protect itself and the shippers on its own line against the competition of off-line shippers; in each the principal defendant [fol. 1583] was participating in rates to the markets which complainants sought to reach, which rates would be in all respects reasonable from the shipping points of complainants measured by any ordinary test of reasonable rates; and furthermore, in each the principal defendants were the line-haul carriers, and the complaining shippers had no other outlet for their wares. In this respect these two cases have many points in common with the short-line cases referred to by the Commission in another part of the report and hereinafter referred to.

In *Chamber of Commerce of Milwaukee v. C., R. I. & P. Ry. Co.*, 15 I. C. C., 460, 466, the Commission said:

"The rate must be reasonable with respect to the service actually performed."

In *Rates on Plaster and Gypsum Rock*, 27 I. C. C., 67, 70, the Commission said:

"The chief respondent admits that its purpose in taking steps to withdraw the present through rates was a purely

selfish one, and it has not even attempted to show the reasonableness of the higher charges that it proposes to exact on this traffic."

All these cases differ fundamentally from the instant case in which the Virginian contends, and its contention was supported at the hearing by a majority in number and volume of its coal shippers, that its refusal to enter into through routes and joint rates to the West is in the interest of its coal shippers, including the complainants, and the rest of the public, as well as itself, and it does not participate [fol. 1584] in a single rate which Division 3 uses in its comparisons on the question of discrimination and prejudice.

The majority in its report ignores the series of cases upon which the Virginian relies, and which can not be squared with the findings of the report. The theory of law upon which the Virginian rate structure presently available for movement to the West is based is that stated by the Commission in *Tidewater Paper Mills Co. v. B. T. R. R. Co.*, 80 I. C. C., 493, where, at page 497, it is stated:

"the general provision of paragraph (4), Section 1, that the carriers shall establish through routes and reasonable rates applicable thereto is subordinated to the specific provision of Section 15 for the establishment of through routes and joint rates."

And again:

"that certain of the carriers were participants in joint rates on wood pulp from other points to Fresh Pond Junction, Harlem River, and Brooklyn does not prove that the combination rates were unreasonable."

The principles there announced have been followed by the Commission in other cases stated particularly in the exceptions filed by this defendant to the report of the Examiner, pp. 29 to 32, and are thus discussed in the dissenting opinion of Commissioner Cox, which is here for convenience set out:

Cox, Commissioner, dissenting:

The findings of the majority will compel the Virginian to [fol. 1585] meet by joint rates the westbound New River

district rates of the Chesapeake & Ohio. The majority find that, irrespective of considerations of public interest, complainants are entitled to move their coal to any market at reasonable nonprejudicial rates. They further find that under the circumstances of this case relative reasonableness rather than intrinsic reasonableness becomes the important thing to be considered and other criteria fall into the background. I agree that complainants are entitled to reasonable and nonprejudicial rates, but I do not believe that under the circumstances and conditions surrounding this traffic the failure to extend the highly competitive New River basis to mines served exclusively by the Virginian is either unreasonable or unduly prejudicial. Rates like the Outer Crescent group rates on coal made in practical disregard of distance and other transportation conditions that ordinarily enter into the making of rates are, I believe, justified only on the ground of public interest. In my opinion the extension of the group rates to the Virginian mines is not necessary or desirable in the public interest.

The Virginian begins immediately west of the boundary line of the New River district and extends eastward to tidewater. It was built and developed to haul coal eastward, particularly to tidewater. Its maximum haul in that direction is about 450 miles. Its construction cost was high but seems to be justified because for about 340 miles the maximum grade is only two-tenths of one per cent. The majority of the Virginian's 9,500 coal cars remain under its control and are returned to the mines in from 10 to 16 days. In short, on eastbound coal the Virginian is in a position to render maximum efficient service at rates not excessive. Ordinarily it has been efficient in service and its rate from the New River district to tidewater, 444 miles, is \$2.52 per long ton. On westbound coal the average haul would [fol. 1586] be but 64.7 miles, mainly expensive assembling service, and this haul is 22 miles greater than the average distance from the Chesapeake & Ohio mines to the same point.

The Chesapeake & Ohio is differently situated. It extends through the New River and other coal districts and with its own or affiliated lines it reaches such important gateways and points as Cincinnati, Louisville, Chicago, Toledo, and Washington. Its lines are normal routes for

both eastbound and westbound coal and to practically all of official territory it secures a very substantial line haul. The extent and direction of its lines naturally make it one of the main factors in the westbound movement of coal under the highly competitive Crescent adjustment of rates.

In determining whether joint rates are necessary and desirable in the public interest we must consider the interests of the consuming public, the shippers and the carriers. I am unable to see that the consuming public in general will be benefited. Any movement to the west will divert a corresponding amount from a normal efficient route to the east, and the tonnage westbound would merely displace other coal more naturally tributary to those markets and be insufficient in volume to affect prices. The shippers on the Virginian would have additional markets but it is difficult to understand why they should be more desirable or advantageous under ordinary circumstances than the present markets. Whatever advantage there might be in such additional markets to certain shippers appears to me to be neutralized to the disadvantage of both consumers and shippers in the less efficient service which the Virginian would render with its present facilities. Every car of coal moved westward would be equivalent to removing at least two and one-half similar cars from the eastbound service. In practice, if not in theory, a trunk line carrier originating a substantial volume of coal supplies the cars. In his separate ex-[fol. 1587] pression in *Ohio-Michigan Coal Cases*, 80 F. C. C. 663, in which I joined, Commissioner Potter said:

Additional transportation can be obtained only by increased facilities or the increased use of existing facilities. Increased facilities involve large expenditures and their use involves increased expense for handling and because of congestion, etc. Increased efficiency without increased equipment is the primary need. Increased efficiency in the use of equipment can be accomplished by making the equipment handle more tons per unit of time—day, month, or year.

To move 2,000,000 tons of coal westbound the Virginian claims that 5,000 additional cars costing \$15,000,000 would be required. Whatever the expense, I question whether it would not be largely wastage if the equipment is to be de-

voted to an uneconomical long-haul service not more necessary than that asked in this complaint. The Virginian would be compelled to rearrange its tracks within the district at considerable expense to accommodate the western movement; a cross current of traffic would be created which would increase assembling costs on all its coal, and on a substantial volume of tonnage it would be deprived of the line haul whereby it earns the funds necessary to maintain its present efficiency. In so far as the Chesapeake & Ohio is concerned, west of Huntington that defendant already moves, according to the testimony of one of its witnesses, its trains as close together as safety will permit. I am unable to agree that rates from mines on the Virginian in the New River district are unreasonable and unduly prejudicial to the extent that they exceed rates from mines on the Chesapeake & Ohio within that district.

[fol. 1588]

## II

The majority has erred in its finding on the question of prejudice.

The complainants seek the establishment of the same rates from Virginian mines as are published by the Chesapeake & Ohio from mines in its New River District. The Chesapeake & Ohio maintains a basis of rates from its New River District on what is known to the Commission as the "Outer Crescent," fully described in Bituminous Coal to C. F. A. Territory, 46 I. C. C., 66. These rates apply from mines on the Chesapeake & Ohio and its short-line connections, including a negligible movement from Carolina, Clinchfield & Ohio mines, and they are made in competition with the Pocahontas, Tug River, Clinch Valley No. 1, and Clinch Valley No. 2 districts of the Norfolk & Western.

The rates are made on a strictly competitive basis. Of them the Commission said in Bituminous Coal to C. F. A. Territory, supra:

"In the light of all the evidence, the present rates from the Crescent to affected territory must, considering the circumstances and conditions of transportation and the value of the service, be regarded as below the level at which reasonable maximum rates might be fixed."

Before the Commission can enter a discrimination order as a violation of Section 3, it must find that this defendant

has violated that section. The Virginian railway does not articulate in any manner in joint rates to the West, nor publish joint rates on the Crescent basis to any destination.

The Virginian can not be held responsible for unduly low [fol. 1589] rates on coal published by the Norfolk & Western and Chesapeake & Ohio unless it participates in some fashion in the division of such low rates and the transportation which earns them. As said by the Supreme Court in *Central Railroad Co. of New Jersey v. United States*, 257 U. S., 247, at page 259:

"If this were not so, the legality or illegality of a carrier's practice would depend, not on its own act, but on the acts of its connecting carriers. If that rule should prevail, only uniformity in local privileges and practices, or the cancellation of all joint rates, could afford to carriers the assurance that they were not in some way violating the provisions of section 3. What Congress sought to prevent by that section, as originally enacted, was not differences between localities in transportation rates, facilities, and privileges, but unjust discrimination between them by the same carrier or carriers. Neither the Transportation Act, 1920, nor any earlier amendatory legislation, has changed, in this respect, the purpose or scope of section 3."

And again (p. 256):

"But the question presented here is whether the discrimination found can be held in law to be attributable to the appellants, and whether they can be required to cancel existing joint rates unless it is removed. No finding made by the Commission can prevent the review of such questions."

Dealing with a finding of the Commission respecting group rates, the Supreme Court, in *United States v. Illinois C. R. Co.*, 263 U. S., 515, said (p. 522):

"A carrier is entitled to initiate rates, and, in this connection, to adopt such policy of rate making as to it seems wise."

[fol. 1590] The Supreme Court in that case was dealing with the Illinois Central Railroad as defendant, under whose rate policy the blanket rate was established. That

carrier was in a weaker position in defending the rate structure there involved than is the Chesapeake & Ohio in the instant case. There it lay within the power of the Illinois Central to remove the discrimination by extending its blanket to the short-line connection, but the Supreme Court said (p. 524):

"To bring a difference in rates within the prohibition of section 3, it must be shown that the discrimination practiced is unjust when measured by the transportation standard. In other words, the difference in rates cannot be held illegal unless it is shown that it is not justified by the cost of the respective services, by their values, or by other transportation conditions. But the mere fact that the Knoxo rate is inherently reasonable, and that the rate from competing points is not shown to be unreasonably low, does not establish that the discrimination is just. Both rates may lie within the zone of reasonableness and yet result in undue prejudice."

It is to be noted that the opposition to the inclusion of short-line points in the blanket that was raised by the short line in that case went only to the question of the division of the rate, and in the separate case filed by the short line the only additional fact considered was that the combination rate to the short-line points had no distinction from the joint rates that were included within the blanket. In the last case cited the Commission's discrimination order requiring the extension of the blanket rate was sustained by the Supreme Court because, and only because, the transportation conditions applying to the movement from points [fol. 1591] on the originating carrier did not differ from the transportation conditions obtaining elsewhere in the blanket sufficiently to justify the difference in rates.

In the instant case the report of the Commission shows:

1. That distance alone considered, the mines of the Virginian Railway are at a disadvantage of more than 22 miles.
2. That the route of movement over the Virginian involves loaded hauls over very steep grades on the line of the Virginian between Mullens and Deepwater.
3. That the grades on Chesapeake & Ohio branch lines, while equaling or exceeding in severity the grades on the

main line of the Virginian, run for the most part with the load and not against it, as would be the case on Virginian traffic.

4. That the extension of the group rates to points on the Virginian will deplete the car supply of both carriers, to the injury of shippers on both lines, including the complainants.

It should be added that the record shows that in west-bound coal movement between Elmore and Deepwater there would be five miles of 1.65 per cent grade between Hotchkiss and Jenny Gap, requiring pusher service; five miles further on, between Surveyor and Harper, six miles of 1.11 per cent grade, likewise requiring pusher service; and eleven miles further on, between Lively and Silver Gap, five and one-half miles of 1.1 per cent grade, also requiring pusher service; three pusher grades with an aggregate lift of 1,165 feet as against one pusher grade with a lift of 1,125 feet from Elmore to Clarks Gap; that in six miles between Page [fol. 1592] and Deepwater there are 23 curves in excess of 10 degrees, the maximum being 16 degrees; and that it would be necessary to revise this line at an enormous expenditure of money—more than a million dollars—to make it safe for the economic operation of heavy tonnage trains.

There is no evidence in the record or in the testimony recited by the majority to justify the finding that:

“The record will not warrant a conclusion that the difference in operating conditions from mines to Deepwater between the haul over the Virginian and that over the branch lines and independent short-line connections of the C. & O. is in and of itself sufficient to warrant a higher level of rates from complainants’ mines.”

The doubt in the minds of the majority in this finding is expressed in the following sentence, reading:

“Moreover, the Virginian may, if it elects, effect interchange with the C. & O. at Pemberton and thus obviate the haul from Mullens to Deepwater.”

The profile map in the record shows that the lift from Mullens to Sophia on the line to Pemberton to be practically 900 feet in a distance of 21 miles with a ruling grade over

two stretches of about 2 miles each of 2 per cent and with grades elsewhere over considerable distances of 1.50 per cent, 1.70 per cent, etc.

### III

The majority of Division 3 erred in its finding that rates exceeding the Chesapeake & Ohio New River district rates [fol. 1593] would be unreasonable rates to apply from mines on the Virginian Railway to interstate destinations.

To what extent, if any, this conclusion may be based upon a misapplication of and reliance upon a statement of counsel made before testimony was introduced, having reference not at all to the question of rates, as the context shows, but quoted in the report, we cannot say, but this does not in any way relieve the Commission from the obligation of determining the issues in the case upon the facts presented by the evidence in the record.

The statement of counsel, quoted on sheet 3 of the report, is as follows:

"The coal rates to the west over the Virginian line as they now exist are rates that reach every station, including the junction points of Pemberton and Deepwater, but are made on the Virginian Railway's local distance tariffs. They are not merely unreasonable rates—I will say frankly to your Honor that they are impossible rates."

As stated before, it was made in an opening statement before testimony was introduced, had reference to the local rates of the Virginian which are that carrier's local distance tariffs, obviously "impossible" for use as components in joint rates from a single district, since they run from \$1.14 to \$2.52 per ton, and were made only to cover sporadic movements of occasional carloads of coal. The reference to these rates as "impossible" was in the same sense as the assertion of counsel for complainants that any rates from Virginian mines made arbitraries over the district rates of the Chesapeake & Ohio would, as a practical matter, move no coal in quantities to the western markets and would be [fol. 1594] just as impossible as the present local distance rates of the Virginian in the normal market.

The statement in the report on sheet 6:

"Counsel for the Virginian admits that complainants' mines cannot compete with other mines in the district on account of the 'impossible' rates."

is less misleading than the use of it earlier in the report. As here used, understanding that the competition referred to is in the western market, the statement of counsel is entirely accurate, but neither the one use of the statement nor the other in the report is justification to the Commission for the finding that through rates to the West from Virginian mines in any degree higher than the district rates of the Chesapeake & Ohio are either prejudicial or unreasonable.

Certainly none of the facts introduced by the Virginian and cited by the Commission in its report support the proposition that the through rates from Virginian mines are now unreasonable considered in and of themselves.

In two of the case relied upon by the majority of Division 3 to support its finding that the shipper is entitled to reasonable rates regardless of the public interest the Commission approved a basis of rates that was made arbitrarily higher than the group rates of the line-haul carrier:

Wichita Board of Trade v. A., T. & S. F. Ry. Co.,  
25 I. C. C., 625.

Hughes Creek Coal Co. v. K. & M. Ry. Co., 29 I. C. C.,  
671.

[fol. 1595] The adjustment authorized in the latter case was again prescribed in Coal from W. Va. Mines, 59 I. C. C., 486.

Another case involving a rate structure of similar character to that here involved was Rates from Walsenburg Coal Field, 26 I. C. C., 85, wherein the Commission recognized the propriety of off-line rate differentials over the district rates of the line-haul carrier.

Considering the rates and service involved in the instant case the record justifies the conclusion under Section 1 of the Act, even without reference to Section 15, that rates be made from Virginian mines with greater differentials over the New River district rates than were prescribed in the cases last above cited.

Nor can these cases be laid aside or explained away by the later decisions of the Commission respecting short lines connecting with the C. & O. in the Kanawha and New River districts: Coal from Sewell Valley R. R. Stations, 58 I. C. C., 261; McKell Coal & Coke Co. v. C. & O. Ry. Co., 78 I. C. C., 227; Nelson Fuel Co. v. C. & O. Ry. Co., 83 I. C. C., 737, and the affirmation of the latter case on rehearing on February 9, 1925, — I. C. C., —.

In each of these cases the primary consideration was that of prejudice by the C. & O. against mines served by [fol. 1596] the short lines. These mines had no other outlet to market than over the C. & O., and the Commission held in each case that the Chesapeake & Ohio was under obligation to extend the district rates to such mines and participate in the division thereof only to the extent that the cost of the service from mine to market did not exceed that borne by the C. & O. on the average from the mines on its own rails within the group.

Here the situation is wholly reversed. The Virginian furnishes transportation from mine to market in the East on the district basis, and the markets in the East are shown to be adequate to absorb all of the coal produced on the Virginian. The cost of the service is shown to exceed by large amounts the cost developed on the record in any of these short-line cases, and, inferentially, at least, in excess of the average on the Chesapeake & Ohio, particularly when the duplication of capital costs is taken into consideration.

These facts with respect to cost have been wholly misconceived by the majority of Division 3. They were introduced in evidence here not with a view to a present fixing of the divisions of the joint rates proposed but to demonstrate to the Commission that if and when the C. & O. New River District rate, including the costs of the Virginian, is spread over the mines on the Virginian, the resulting revenues would be insufficient to cover the costs of both carriers. Any divisions of the rates that might be prescribed would fall far short of providing adequate compensation for the service as a whole. If the Commission shall wait to consider these facts until the rates have been made effective the damage will have been done to the carriers and the situation will be more difficult of correc-

[fol. 1597] tion because the business of the mines will have been built up on the faith of the new rates.

The New River District rates of the C. & O. are less than reasonable rates for the service from the mines now served by the Chesapeake & Ohio. No competitive rates on coal in the Eastern territory have been so universally condemned by this Commission.

In Bituminous Coal to C. F. A. Territory, 46 I. C. C., 66, the Commission said of them:

"in practical, if not absolute disregard of distance, and all transportation conditions that ordinarily are taken into consideration in the making of rates."

They were considered again, and again held to be less than reasonable maximum rates in Ohio-Michigan Coal Cases, 80 I. C. C., 663, and the Examiner's report in I. C. C. Docket No. 15007 and Sub-Nos., Pittsburgh Coal Producers' Association et al. v. Ashland Coal & Iron Railway Company et al. (commonly referred to as the Lake Cargo Coal Case), further characterizes those of the rates here involved that cover the lake cargo coal in similar language.

The Commission is not authorized, even under Section 1 of the Act, and "irrespective" of considerations of public interest, to establish rates of this character.

#### IV

If through routes and joint rates via the Virginian and Chesapeake & Ohio, as sought herein, are to be established, whether on the basis directed by the report of the majority [fol. 1598] of Division 3 or on some other basis to be later prescribed, in any case the effective date of the order should be postponed for a time sufficient to enable provision to be made for the equipment necessary to serve the new routes, and for the division of the joint rates and the responsibility for supplying the necessary equipment (since these two matters are inseparably connected), to be agreed upon by the carriers or, failing such agreement, prescribed by the Commission.

We respectfully submit that the majority of Division 3 failed to appreciate the tremendous importance of the matter of car supply and the respective contributions thereto of the carriers principally interested, as is evidenced by the

quotation on sheet 6 of the report from the opinion in the case of Pittsburgh Terminal R. R. Co. v. Director General, 63 I. C. C., 179, 182, as follows:

"The obligation to furnish cars rests on all carriers parties to joint rates. *Huerfano Coal Co. v. C. & S. E. R. R. Co.*, 28 I. C. C., 502. The conditions prevailing prior to and at the time of hearing were abnormal and are not present today. Moreover, we have control over car distribution in the public interest. If there is otherwise a sufficient reason for the establishment of joint rates from complainants' mines, we are not persuaded that such rates should be withheld through fear that defendants' car supply may be depleted."

In each of the cases cited the number of cars required to handle the traffic was relatively very small. Each of the originating carriers in those cases was a short line. In the instant case there must be promptly supplied to carry the traffic from 2,500 (complainants' estimate) to 5,000 (Virginia estimate) open-top cars, representing a cost of seven and one-half million to fifteen million dollars. Further, the Virginian contends, if the through routes and joint rates are to be established, that while it is primarily responsible to its shippers for their car supply, its obligation to furnish cars for the business of the new routes as between it and the other parties to such routes and rates will be fulfilled when it has furnished that proportion of cars that its division of the joint rates bear to the joint rates. It is the contention of the Chesapeake & Ohio, on the other hand, that the obligation to furnish cars must be wholly borne by the Virginian.

The gravity of the situation will be apparent when it is realized that the Virginian now has, since the delivery of certain additional equipment, mentioned in the record but not then delivered, in all 9,635 coal cars, of four classes with capacities of 52½, 55, 70 and 109 tons respectively, and with an aggregate capacity of 634,000 tons, the equivalent of 12,000 cars of 52½ tons each.

If the new routes are to be opened immediately, with divisions of rates and responsibility for supply of equipment unsettled, with the Virginian bound by law and the order of the Commission to supply the equipment required there-

for, without obligations by agreement or order of the Commission on the part of any other carrier to contribute thereto, the situation of the Virginian and its shippers, including the complainants, will be nothing short of calamitous. For the Virginian alone to meet the demands of the new routes would require from 20% to 40% of its open-top equipment with consequent prejudice to the east-bound business, for which it has now no more than the necessary [fol. 1600] equipment under normal conditions. It could not of course fully supply the demands of the new routes and thus prejudice its business to tide and into the Southeast, and practically instead of affording its shippers a 100 per cent car supply for the business they and the railroad have together developed and efficiently cared for, it would be reduced to affording from 60% to 80% of a car supply for a volume of business considerably less in the aggregate under normal conditions than the present east-bound business of Virginian shippers under like conditions, since it takes two and one-half times as many cars to handle a given amount of tonnage to the Western market as it does to handle the same tonnage to the East. And this condition must continue until, by agreement or order of the Commission, divisions of rates and contributions to equipment are determined. Assuming the Virginian could in addition to its already heavy capital commitments mentioned in the record to find \$7,500,000 to \$15,000,000 for the necessary equipment for the new routes, it would not be justified in doing so in view of the repeated decisions of the Commission as to the duty of all parties to joint rates to contribute to the supply of the equipment necessary to earn them. If the proposed through routes and rates are to become effective the Virginian must as promptly as practicable purchase some new equipment for the purpose, but every consideration forbids any unnecessary expenditure on its part at this time.

Further, the establishment of the proposed routes would involve a great deal of work and expense in the improvement of tracks, the enlargement and rearrangement of other facilities and the supply of additional motive power, as well as the acquisition of additional cars. The order which has [fols. 1601 & 1602] been entered becomes effective by its terms on May 20, 1925. Obviously, by that time no prog-

ress toward effective preparation for the changes in and rearrangement of physical, operating and economic conditions can be made other than perhaps to procure assurance of the necessary capital, and with consideration alike of the best interests of shippers and carriers the new routes should not be opened until at least the equipment for the business expected shall be definitely assured, the improvement of other facilities started, and the requisite capital provided.

Wherefore, The Virginian Railway Company prays:

1. That these consolated proceedings may be reopened for further argument before the full Commission, and that pending such argument the order of Division 3 be set aside.
2. That even though the Commission shall deny the request for reopening these proceedings, it shall postpone the effective date of such order for such time as shall seem to it reasonable.

Respectfully submitted.

The Virginian Railway Company by E. W. Knight,  
Williams, Loyall & Tunstall, James W. Carmalt,  
Attorneys.

1116 Investment Building, Washington, D. C., March,  
28, 1925.

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[fol. 1603] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

REPLY TO PETITION FOR REOPENING—April 7, 1925

The reply of complainants in the above-entitled proceedings to defendant's petition for reopening, argument before full Commission and postponement of effective date of order, respectfully represents:

[fol. 1604]

I

Statement

The complaint in Docket 13832 was filed on May 15, 1922, and the complaint in Docket No. 14454 in November, 1922. Hearings were held in November, 1922, and February,

1923. The proposed report of the Examiner was served April 30, 1924, and the case submitted to Division 3 on oral argument June 30, 1924.

The complaint in these proceedings have for their object the removal of what, for all practical purposes, amounts to an absolute rate wall against coal shipments at the western termini of the Virginian Railway. The Virginian Railway transports in excess of 6,000,000 tons of originating coal tonnage annually. When consideration is given to the fact that under the present rate adjustments this large tonnage of coal is practically confined to the Virginian Tidewater market, a clearer understanding may be had of the anxiety with which complainants view the present petition of the Virginian Railway which has for its object the prolonging of an obvious rate maladjustment that must in the end give way to the demands of justice.

Defendant in its petition for reopening sets forth three alleged errors in the Commission's decision. These errors may be briefly summarized as follows:

(1) That the majority erred in the application on sheet 3 of the previous decisions there cited;

(2) That the majority erred in its finding on the question of prejudice; and

(3) That the majority erred in its finding that rates exceeding the Chesapeake & Ohio New River district rates [fol. 1605] would be unreasonable rates to apply from mines on the Virginian Railway to interstate destinations.

It would seem entirely unnecessary at this time to attempt a full reply to defendant's argument in support of these alleged errors, the same points having been exhaustively considered in the briefs heretofore filed by the parties and in the oral argument before Division 3. In this reply we will merely endeavor to point out briefly the fallacies in defendant's position.

## II

There Can Be Found no Sanction in the Law for the Virginian Railway's Policy of Restricting the Movement of Coal from Its Local Mines to Eastern Destinations

Paragraph 5, Section 1 of the Act to Regulate Commerce, provides:

"All charges made for any service rendered, or to be rendered, in the transportation of \* \* \* property \* \* \* shall be just and reasonable, and every unjust and unreasonable charge for such service, or any part thereof, is prohibited and declared to be unlawful."

The simple question to be determined here is whether these plain provisions of Section 1 give to the shipper an absolute right to a just and reasonable rate, or merely a qualified right controlled by some collateral consideration.

The rates on coal from complainants' mines to western [fol. 1606] destinations are in excess of the rates contemporaneously applied from mines served by the Chesapeake & Ohio Railway in the New River District in amounts ranging from \$1.13 to \$2.52 per ton. Most of complainants' mines are practically surrounded by mines served either locally by the Chesapeake & Ohio Railway or jointly by that Company and the Virginian Railway. As pointed out in the decision of the majority, the rates from complainants' mines to western destinations are, according to defendant's own admission, unreasonable rates. The holding of the majority goes no further than to condemn the admittedly unjust and unreasonable rates complained of and to prescribe in lieu thereof just and reasonable rates. Certainly, it should not require a reopening of the case and an argument before the full Commission to determine that there was no abuse of authority by the majority of Division 3 in the mere granting of just and reasonable rates to these complainants.

If our understanding of defendant's position is correct, it is that the right of a shipper to a just and reasonable rate is but a qualified right, and that before the authority of the Commission may be invoked to condemn an unjust and unreasonable rate there must first be made a definite show-

ing of the public interest in the correction of the unreasonable rate complained of. Defendant contends that complainants have failed to make that necessary showing of public interest.

We believe that if it were necessary to do so, the Commission might readily conclude from the evidence of record that there would be a direct benefit to the public by the establishment of the reasonable rates prayed for. But, however this may be, it can unquestionably be said that it [fol. 1607] is in the public interest that the policy of the Congress as expressed in the provisions of paragraph 5 of Section 1, above quoted, should be respected.

In support of its argument that complainants are not entitled to just and reasonable rates to western destinations in the absence of a definite showing that the public will be benefited thereby, defendant refers to a series of cases decided by the Commission involving the construction of the provisions of Section 15 relating to the establishment of through routes and joint rates, and asserts that these cases cannot be squared with the report of the majority in the present case. The principal case relied upon by defendant is *Tidewater Paper Mills Co. vs. B. T. R. R. Co.*, 80 I. C. C. 493, 497.

The *Tidewater Paper Mills Company Case* is not similar to the present case in any particular. In the present case, complainants are absolutely deprived of just and reasonable rates to western destinations. It is impossible for complainants to move a pound of coal to a western destination, via any route, at a rate other than an admittedly unreasonable rate. In the *Tidewater Paper Mills Company Case*, it was shown that between the points of origin and destinations involved through routes and joint rates were in effect via the "normal route" which were conceded by the complainant therein to be just and reasonable. The prayer of the complaint was that the Commission should establish through routes and joint rates over an additional and different route. The complainant apparently relied upon the provisions of paragraph 4, Section 1, which provides that carrier shall establish through routes and reasonable rates applicable thereto. Under the circumstances appearing of record, the Commission held [fol. 1608] that the general provision of paragraph 4, Sec-

tion 1, must be subordinated to the specific provision of Section 15, and that Section 15 had not been invoked by complainant. In other words, the Commission said in effect to the complainant: "You have been given by the carriers a just and reasonable rate via the normal route of movement, and we see no occasion on this record for requiring the carriers to open up an additional and different route of movement between the same points of origin and destination." The situation there disclosed is the very antithesis of the situation in the present case.

The underlying fallacy of defendant's position is its assumed right to dictate the direction of the movement of the coal tonnage originating on its line. There can be but one theory for such a contention, namely, that the Virginian Railway may be treated separately and apart from any other railroad or system of transportation. Similar theories by other railroads have been considered by the Commission in numerous cases, and the position of the Commission with respect thereto is plainly indicated by the following language of Mr. Commissioner Lane in *Missouri & Illinois Coal Co. v. I. C. R. R. Co.*, 22 I. C. C. 39 (at p. 46):

"Our railroads are called upon to so unite themselves that they will constitute one national system; they must establish through routes, keep these routes open and in operation, furnish the necessary facilities for transportation, make reasonable and proper rules of practice as between themselves and the shippers, and as between each other."

Further, in the same case, Mr. Commissioner Lane stated as follows (at p. 48):

[fol. 1609] "The Illinois Central sought to protect 'its own people,' but in contemplation of the law there is no such thing as local traffic which enjoys rights superior to through traffic. There can be no discrimination or preference in favor of the Illinois coal buyer as against the Missouri buyer, although one may be local to the Illinois Central and the other may be on the line of connecting carrier. That all carriers have not fully recognized this principle is not to be wondered at, inasmuch as it is, as

shown by the history of the act to regulate commerce, a matter of evolution, for it was not until the amendment of 1910 that the principle was announced in its fulness."

Since the decision in the above case, the "evolution" spoken of by Mr. Commissioner Lane has gone onward at such a pace that at the present time it seems surprising that there should remain an important common carrier railroad with the temerity to contend that the public has no interest in its endeavor to exclude itself as a part of the national transportation system.

In this same connection see *Cardiff Coal Co. vs. C. M. & St. P. Ry. et al.*, 13 I. C. C. 460, 466-7; *Star Grain & Lumber Co. vs. A. T. & S. F. Ry. Co.*, 14 I. C. C. 364, 367-8; *Chamber of Commerce of Milwaukee v. C. R. I. & P. Ry. Co.*, 15 I. C. C. 460, 464-5; *Wichita Board of Trade vs. A. T. & S. F. Ry. Co.*, 25 I. C. C. 625, 631-2; *Indianapolis Freight Bureau vs. C. C. C. & St. L. Ry. Co.*, 26 I. C. C. 53, 58-9; *Rates on Plaster and Gypsum Rock*, 27 I. C. C. 67, 69-70; *Lumber to C. M. & St. P. Ry Stations*, 38 I. C. C. 587, 588-9; and *Coal from W. Va. Mines*, 59 I. C. C. 486, 487.

[fol. 1610]

### III

#### The Finding of the Majority as to Prejudice

We understand defendant to contend that the finding of the Commission in the present case with respect to prejudice is erroneous for the reason that the Virginian does not participate in any manner in joint rates to the west, nor publish joint rates on the Outer Crescent basis to any destination. The principal authority cited by defendant in support of its position is *Central Railroad Company of New Jersey vs. United States*, 257 U. S., 247. It seems clear that the holding of the Supreme Court in that case can have no bearing here. In that case, the question involved local practices of certain carriers, parties to joint through rates, respecting the privilege of creosoting-in-transit. The Supreme Court pointed out (at p. 255) that under the rules of the Commission governing the making, filing and publishing of tariffs, privileges like creosoting-in-transit were treated as a local matter to the railroad on which the transit point was situated. Further, that the local carrier

determined whether the privilege should be granted or withheld, and that if granted the local carrier determined the conditions, and that these were set forth in the local tariff. In other words, although through routes with joint rates were established by concurrent action of several carriers, the transit privilege might be granted by a carrier without the consent of and without consulting the connecting carriers. The Court held that under the circumstances the case was not remediable under Section 3 of the Act to Regulate Commerce. The Court further clearly pointed out the distinction [fol. 1611] between an alleged discrimination with respect to purely local practices, such as creosoting-in-transit, and such discriminations as might arise by reason of lower joint through rates accorded to one locality than to other localities similarly situated. As to discriminations of the latter kind, it was unmistakably pointed out by the Court that Section 3 of the Act might be invoked for their correction, and that all carriers parties to such discriminating joint through rates would properly be subject to the orders of the Commission.

It is true that in the Creosoting Case the Supreme Court referred to joint rates as causing discrimination in violation of Section 3, while in the present case there are no joint rates in effect from complainants' mines to western destinations. That this distinction is of no consequence is clearly indicated by the decision of the Supreme Court in *United States vs. Illinois Central Railroad Company*, 263 U. S. 515. The precise point was raised by the short line carrier involved in that case, and in answer to the contention made by that carrier that it was not a party to any joint through rates and therefore could not be guilty of inflicting undue prejudice, Mr. Justice Brandeis, speaking for the Court, stated (at p. 527):

"In No. 38, where the short line alone seeks to set aside the Commission's order, this additional fact requires mention. The rate to the short line points is not a joint rate, but a combination of the trunk line rate to the junction and the short line local rate. The distinction is without legal significance in this connection. A through route was established; and the transportation is performed as the result of this arrangement between the carriers, express

[fol. 1612] or implied. Undue prejudice may be inflicted as effectively by a through rate which is a combination of locals, as by a joint through rate. The power of the Commission to remove the unjust discrimination exists in both classes of cases."

In further support of its contention that there was no undue prejudice shown, defendant refers to the adverse grades that would be encountered in handling coal westbound over its main line between Elmore and Deepwater. We fail to see how defendants can attach much importance to this showing as large quantities of coal are hauled eastbound over the same line and the adverse grades encountered in the eastbound movement are certainly as severe, if not more so, than the grades in the western direction. For instance, the Virginian profile shows that eastbound there is an upgrade of about 11 miles between Liberty and Harper, 5 miles of which is 1.75 per cent. Between Surveyor and Jennys Gap there are 5 miles of 1.6 per cent grade against the loads. Neither these grades nor the grades encountered in the western movement, as pointed out by defendant, compare with the 13 miles of grade between Elmore and Clarks Gap, which is over 2 per cent.

Moreover, the profile maps of the branch lines of the C. & O. Railway in the New River District, which were offered in the record, show that the grades encountered on numerous of the branches of that road equal or exceed in severity the grades on the main line of the Virginian between Mullins and Deepwater. Approximately one-half of the mines served by the Virginian Railroad are also served jointly by the Chesapeake & Ohio Railway. This [fol. 1613] joint service, except in a very few instances, is accomplished through joint operating agreements whereby the Virginian performs the service on certain portions of its line within the New River District both for itself and the C. & O. Railway, and vice versa, the C. & O. Railway performs a joint service on certain portions of its lines within the District. From these so-called joint mines served by the Virginian Railway, the physical difficulties encountered in handling westbound movements are in many instances more severe than would be encountered in handling the westbound tonnage from complainants' mines.

At page 14 of defendant's petition, comment is made on

the majority's statement that the Virginian may, if it elects, effect interchange with the C. & O. at Pemberton, and it is pointed out by defendants that from Mullins to Sofia on the line to Pemberton, the lift is practically 900 feet in a distance of 21 miles, with a ruling grade over two stretches of about 2 miles each of 2 per cent, and with grades elsewhere over considerable distances of 1.5 per cent and 1.7 per cent. This point entirely loses itself when it is considered that over a parallel track offering even greater difficulties of operation, the Chesapeake & Ohio hauls on its way to the western markets great quantities of coal produced at mines on the Virginian Railway's Stone Coal Branch. In 1923, which are our latest immediate available figures, the Chesapeake & Ohio Railway handled over its Winding Gulf Branch between Stone Coal Junction and Pemberton 549,550 tons of coal produced at mines on the Virginian Railway's Stone Coal Branch. We submit the majority's finding of undue prejudice was inevitable under the circumstances.

[fol. 1614]

## IV

## The Finding of the Majority as to Unreasonableness

It should not be necessary to argue that rates from complainants' mines which exceed the rates from surrounding mines on traffic moving under almost identical circumstances and conditions in amounts ranging from \$1.13 to \$2.52 a ton are unjust and unreasonable. The majority decision merely reaches this obvious conclusion and proceeds to apply the usual and ordinary transportation standards in establishing just and reasonable rates.

It is contended by defendants that the rates applying from the Outer Crescent are on a subnormal basis, and cannot therefore properly be accepted as a standard for fixing the rates from complainants' mines. In the face of the notoriously prosperous condition of the three principal carriers serving the Outer Crescent mines, namely the C. & O. Railway, Norfolk & Western Railway and L. & N. Railway, it should require more than the categorical assertion to establish the fact that the Outer Crescent rates from the mines served by these roads are unduly low.

But regardless of defendant's claim that the Outer Crescent rates are on a subnormal basis, the decision of the

majority correctly points out that "under the circumstances of this case relative reasonableness rather than intrinsic reasonableness becomes the important thing to be considered, and other criteria, such as ton-mile earnings, fall into the background." With approximately one-half of the mines served by the Virginian Railway enjoying the New River District rates to western destinations, and with [fol. 1615] these mines practically surrounding and in some cases within a stone's throw of the less favored mines, it is impossible to see how upon a reargument before the full Commission a conclusion could be reached differing from that of the majority of Division 3.

## V

### The Effective Date of the Order Herein Should Not Be Postponed

Defendant bases its application for postponement of the effective date of the order on the time required to effect an agreement respecting a division of the joint through rate and the responsibility for supplying the necessary equipment. We submit that there is nothing so intricate about the filing of the rates contemplated by the Commission's order that should require an extension of the effective date beyond the time now fixed. Certainly, under present conditions the apprehensions expressed by the Virginian Railway with respect to the car situation are more fanciful than real, and there seems no valid reason for denying complainants the much needed relief pending the final settlement of a carrier problem that would seem to have little immediate importance.\*

The question of divisions is likewise one which presents no demand for immediate final settlement. In any event, the Commission has many times held that shippers have no concern in this question. If the carriers are unable to reach a satisfactory agreement as to divisions, there [fol. 1616] is no reason why they may not enter into a temporary arrangement and proceed with further negotia-

\*Information Bulletin No. 181, American Railway Association Car Service Division, dated April 2, 1925, shows that for the period ending March 15, 1925, there was an average daily surplus of 151,828 coal cars, and an entire absence of shortage in coal cars.

tions, and failing in that submit the matter to the Commission for adjudication. The Virginian Railway can fully protect itself in case of failure to reach a final agreement before the effective date of the rates by filing its complaint with the Commission. The prayer of defendant's petition is in effect that the Commission should withhold the District rates from complainants until such time as the carriers may reach a satisfactory agreement as to divisions and the supply of equipment, or in failing of such agreement, until the Commission may finally adjudicate these matters. The request is a novel one, and if granted would work a severe and wholly unjustified hardship on complainants.

### Conclusion

There have been certain abnormal periods when the eastern markets for the coal produced at local Virginian Railway mines were sufficient. Those conditions, however, have not existed in recent years, and the present condition of the coal industry is such there is little reason to believe that such conditions will recur in the years to come. It should not be necessary to argue the point that unless the mines served locally by the Virginian Railway are allowed access to the same markets and on the same rates as neighboring mines served locally by the Chesapeake & Ohio Railway, or jointly by that Company and the Virginian Railway, they cannot hope to survive. We believe that the comparative originating coal tonnage figures on file with the Commission covering the Chesapeake & Ohio, Norfolk & Western and Virginian Railroads correctly indicate the effect which [fol. 1617] the absence of westbound District rates is having on the local Virginian Railway mines. These figures for 1923 and 1924 are as follows:

#### Chesapeake & Ohio Railway

1923: 561,593 Carloads—30,981,266 Net Tons.  
1924: 686,347 Carloads—36,819,735 Net Tons.

#### Norfolk & Western Railroad

1923: 449,871 Carloads—26,854,994 Net Tons.  
1924: 503,303 Carloads—30,872,611 Net Tons.

### Virginian Railway

1923: 107,514 Carloads—6,794,465 Net Tons.

1924: 88,000 Carloads—6,335,989 Net Tons.

From the above figures, it will be noted that the originating coal tonnage from the Chesapeake & Ohio Railway in 1924 increased approximately 19 per cent over 1923, and on the Norfolk & Western approximately 15 per cent 1924 over 1923, while the Virginian Railroad originating coal tonnage decreased approximately 7 per cent during the same period. There would seem no other reasonable explanation for this showing than that the absence of westbound rates is throttling the local Virginian Railway mines.

It is respectfully submitted that the petition for reopening, argument before full Commission and postponement of effective date of order should be denied.

Respectfully submitted, James, Williamson & Scott,  
806-8 Westory Building, Washington, D. C., on  
behalf of Complainants.

Washington, D. C., April 7, 1925.

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[fols. 1618 & 1619] BEFORE INTERSTATE COMMERCE COM-  
MISSION

[Title omitted]

ORDER DENYING PETITION FOR REOPENING—April 14, 1924

Upon further consideration of the records in the above-entitled proceedings, and of petition, filed on behalf of defendant, The Virginian Railway Company, for reopening argument before the whole Commission, and postponement of the effective date of the order entered therein:

It is ordered, that the said petition be, and it is hereby, denied.

By the Commission:

George B. McGinty, Secretary. (Seal.)

[fol. 1620] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

PETITION FOR REOPENING AND MODIFICATION OF ORDER—  
April 27, 1925

Comes now The Virginian Railway Company, defendant in the above-entitled proceedings, and without waiving its rights in its pending petition for a postponement of these proceedings in order to permit a review thereof in the courts, prays that the Commission shall reopen these proceedings for further consideration in the light of new facts pertaining to the controversy herein and for modification of the Commission's order, and as grounds therefor shows:

## I

Since the order herein was entered negotiations have been concluded between the Norfolk & Western Railway [fol. 1621] Company and the Virginian Railway Company whereby, subject to the approval of the stockholders of the two companies, respectively (which petitioner believes is certain), and the Commission, the Norfolk & Western has agreed to lease the Virginian Railway for 999 years.

## II

Pending the approval of the lease, arrangements have been entered into between the Norfolk & Western and the Virginian whereby rates from Virginian mines will be published on the New River District basis to the West via Matoaka, West Va., and the Norfolk & Western, to become effective August 1, 1925.

## III

That rates via Matoaka and the Norfolk & Western were stated at the hearing in these proceedings to be satisfactory to the complainant by Witness Williamson, principal witness, traffic expert and representative of the complainants, as shown on page 255 of the record in Docket No. 13,832:

We would have no objection to that. What we want is the western market. If the Virginian and the Norfolk &

Western would get together and establish joint through rates on the New River district basis, via Matoaka and the Norfolk & Western and serve those through routes and give the benefit of the car supply of the Norfolk & Western and its connections, there is no objection to that. We would join you in a petition if you want to make a petition to that effect.

[fol. 1622]

#### IV

That the present interchange facilities between the Chesapeake & Ohio and the Virginian at Deepwater are inadequate for any substantial addition to the present traffic interchange; that to enlarge these facilities so as to handle the traffic estimated by the complainants to move through this gateway would require the acquisition of right of way and a very large amount of grading and track laying; that the present interchange facilities would not absorb sufficient additional traffic to an extent greater than 15 cars per day; that the present interchange facilities at Matoaka will accommodate an interchange of 50 cars per day; that the enlargement of the facilities at Deepwater would take much longer than will the enlargement of the facilities at Matoaka; that plans have been completed and right of way is now available for the enlargement of the facilities at Matoaka; that no plans have been made or right of way secured for the necessary enlargement of facilities at Deepwater; that if tariffs were filed making rates effective via either gateway the present lay-out is such that traffic could not be handled in any quantity through either gateway.

#### V

That without in any way seeking to commit the Commission to the present approval of the said proposed lease, it is submitted that should said lease be approved the Commission would be without power to prevent the Norfolk & Western from withdrawing rates via the Chesapeake & [fol. 1623] Ohio to all competitive destinations in the West because of the short-hauling of the Norfolk & Western that would be entailed by the existence of such rates with the Chesapeake & Ohio; that in order to obviate the confusion that would result from such a change in the tariff situation

it is appropriate that the rates proposed via the Norfolk & Western at Matoaka be permitted to take effect as a substantial compliance with the Commission's order.

## VI

That the order of the Commission does not require the establishment of joint rates in connection with the Chesapeake & Ohio. It requires only that all the defendants, including the Norfolk & Western, be required to participate in rates which shall be the same from mines to destinations as are presently published by the Chesapeake & Ohio from mines on its own line in the New River District; that therefore rates published via Matoaka and the Norfolk & Western constitute a full compliance with the Commission's order.

## VII

That any through rates to the West published via any gateway on the New River District basis will not be in the public interest until existing facilities have been enlarged via whatever route the rates may be made effective; that no practical benefit can come to shippers by the mere publication of rates prior to the time when interchange facilities have been made adequate, because the inevitable result will be to congest the Virginian and its immediate connections [fol. 1624] involved in the rates, to the very great detriment of all shippers on both lines.

## VIII

That it is estimated by the officials of the Norfolk & Western and the Virginian that efficient and adequate interchange facilities can be completed at Matoaka within 90 days; that it is estimated that adequate interchange via Deepwater and the Chesapeake & Ohio cannot be completed within six months.

## IX

That the Virginian waives no rights with respect to the compliance with the order, so far as rates via the Chesapeake & Ohio are concerned, but that on the contrary it proposes to resist, so far as it may, the publication of rates on

coal via the Deepwater gateway, as indicated in its supplemental petition to reopen these proceedings, now pending before the Commission.

Wherefore this defendant prays:

(1) That the Commission shall reopen these proceedings pending the filing of the tariffs via the Norfolk & Western from Virginian mines to the Western markets; and

(2) That when said tariffs shall have become effective the order in this proceeding be set aside or so modified as [fols. 1625 & 1626] to render the establishment of such rates via the Norfolk & Western a full compliance therewith.

And your petitioner will ever pray.

Virginian Railway Company, by E. W. Knight,  
Williams, Loyall & Tunstall, James W. Carmalt,  
Attorneys.

Washington, D. C., April 27, 1925.

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[fol. 1627] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER TO PETITION FOR REOPENING—May 1, 1925

The answer of complainants in the above-entitled proceedings to the petition of Virginian Railway Company for reopening and modification of order respectfully represents:

# I

Complainants have no information as to the proposed [fol. 1628] lease of the Virginian Railway to the Norfolk & Western Railway for a period of 999 years other than that contained in newspaper accounts and the petition herein, but in any event the Commission may not in this proceeding give its approval to the proposed lease, and complainants' right to immediate relief under the Commission's order herein must, we submit, be held paramount to any alleged

exclusive right of the Virginian Railway to form other traffic arrangements in the future in line with its proposed consolidation plans.

## II

The statement that the Virginian Railway will publish, effective August 1, 1925, westbound coal rates on the New River District basis via Matoaka, W. Va., and the Norfolk & Western requires no answer. Complainants welcome this evidence of a recognition on the part of the Virginian Railway that its shippers have an inherent right to reasonable rates to markets in the west, although complainants are convinced that the route via Matoaka will be impracticable and the rates via such route for the most part inoperative.

## III

In paragraph III of defendant's petition, reference is made to a statement at the hearing by complainants' traffic witness to the effect that there would be no objection to the establishment of joint through rates to the west on the New River District basis via Matoaka and the Norfolk & Western.

Certainly the complainants herein have no objection to joint through rates to the west via Matoaka and the Norfolk & Western, and if the Virginian Railway carries out its stated intention of publishing rates via this route effective [fol. 1629] August 1, 1925, it can be accomplished without protest from complainants. Complainants do, however, vigorously oppose such proposal as a satisfaction of the order in this proceeding.

The complainants in these proceedings were drawn, and the evidence on behalf of complainants presented with reference to a westbound movement via the Chesapeake & Ohio Railway. Likewise the opinion of the Commission treats wholly with the contemplated westbound movement via the Chesapeake & Ohio Railway.

## IV

The evidence in these cases described three points of interchange between the Virginian and Chesapeake & Ohio Railways in the New River District. It was testified by the

engineer who prepared for the Chesapeake & Ohio Railway the original plans for the Deepwater yards, that the present capacity of that yard was about 200 cars. The original plan called for a yard at Deepwater with a capacity of 350 cars, but was cut down to the present capacity. It was also testified by this same witness that it would be practical and feasible to extend the yard a thousand feet or more without undue expense, and that with such enlargement the yard could be made to accommodate about 350 cars. (Tr. 789-790.)

It was also testified that at Pemberton, W. Va. (in the heart of the New River District) there are two interchange tracks of 60 cars capacity each, both tracks being owned by the Virginian Railway. Actual interchange between the Virginian and the Chesapeake & Ohio takes place at Pemberton daily, it being testified that during the month of July, 1920, approximately 2,200 equivalent 50-ton loaded [fol. 1630] coal cars passed through this yard, or an average of about 75 loaded cars per day. (Tr. 792-794.)

Reference is further made in the testimony to four interchange tracks at Stone Coal Junction with an approximate capacity of 60 cars each, or total of 240 cars. Cars are likewise interchanged daily at this junction between the Virginian and Chesapeake & Ohio, it being stated by complainants' witness that in the month of June, 1922, 1810 loaded cars passed through the Stone Coal yards. (Tr. 795.)

It will thus be seen that the present track capacity of the three interchange yards between the Virginian Railway and Chesapeake & Ohio Railway at Deepwater, Pemberton and Stone Coal Junction is a total of 560 cars.

Counsel for the Virginian Railway at page 3 of their petition with reference to the interchange facilities at Deepwater, say:

"that the present interchange facilities would not absorb sufficient additional traffic to an extent greater than 15 cars per day;"

Counsel are entirely mistaken in this statement. There is not the slightest foundation for it. Counsel would only have had to examine the record to have ascertained that this statement is unsupported by the facts and is erroneous. Mr. W. F. Tams, who was the engineer for the Chesapeake

& Ohio Railway Company who originally laid out the yards at Deepwater, testified in response to questions from Counsel for the Virginian Railway as follows (at p. 813):

"Q. (By Mr. Carmalt). That is your judgment of it, that it would handle 80 or 90 carloads? It is now handling [fol. 1631] about 40 loads through there each way?

"A. Thirty each way for the year of 1922 up to and including the month of October, I believe, which was the last figure.

"Q. Then you figure that through this 200-car yard involving the use of a cross-over of the main tracks of the Chesapeake & Ohio, that there could be handled approximately 110 or 120 cars a day each way, under the present track layout?

"A. I previously stated 80 or 90 cars.

"Q. Additional to what is already there?

"A. Additional to what is already there.

"Q. That would make around 120 cars a day?

"A. Yes, sir."

It will thus be seen that the yard at Deepwater is capable of interchanging around 120 cars per day in each direction. In this connection, attention is directed to Appendix "A" of this answer, being a copy of Exhibit No. 59 in these proceedings, which said exhibit is a statement of the Car Accountant of the Virginian Railway showing the number of cars delivered by the Virginian Railway to the Chesapeake & Ohio Railway and the number of cars received by the Virginian Railway from the Chesapeake & Ohio Railway for the entire year 1921 and the first ten months of 1922, a total of 22 months. It will be observed that the average number of cars delivered per month by the Virginian Railway to the Chesapeake & Ohio Railway was 749.6 cars, which divided by 26, the average number of working days per month, would give in round figures an average of 29 cars per day delivered by the Virginian Railway to the C. & O. for a period of 22 months. From this same exhibit it will be observed that the Virginian Railway received from [fol. 1632] the Chesapeake & Ohio Railway an average of 887 cars per month, or an average of 34 cars per day. The record clearly shows that an additional 80 to 90 cars a day each way would be interchanged through the Deepwater

yard instead of 15 cars as alleged by Counsel on page 3 of their pending petition. It is to be noted that petition of the Virginian Railway Company is silent as to the interchange facilities at both Pemberton and at Stone Coal Junction. The petition of the Virginian Railway admits that the interchange facilities at Matoaka with the Norfolk & Western at present are entirely inadequate. On the other hand, the record shows that the present interchange facilities between the Virginian Railway and the Chesapeake & Ohio Railway are adequate for the present, and, as above pointed out, the original plan called for a yard at Deepwater with a capacity of 350 cars, and that it will be practical and feasible to extend the yard (present capacity 200 cars) a thousand feet or more, without undue expense, so as to accommodate about 350 cars. It is submitted, therefore, that the proposition of the Virginian Railway that the effective date of the tariffs be postponed until August 1 because of the lack of interchange facilities is entirely without merit so as the present interchange facilities between the Virginian and the Chesapeake & Ohio Railways are concerned.

The evidence is most persuasive that with the present interchange facilities between the Virginian and the Chesapeake & Ohio in the New River District, the movement of coal from the local Virginian mines to western markets could be accomplished with satisfaction to the shippers, and with reasonable efficiency and economy from the carriers' standpoint.

[fol. 1633] Moreover, complainants are informed that the Chesapeake & Ohio Railway Company is ready and willing to join with the Virginian Railway in the publication of westbound coal rates in accordance with the order of the Commission and to make the same effective May 20, 1925. Complainants are also informed, and believe it to be a fact, that prior to the public announcement of the proposed lease to the Norfolk & Western, the traffic officials of the Virginian and Chesapeake & Ohio Railways had actually agreed upon the publication of westbound coal rates via the Chesapeake & Ohio Railway to become effective May 20, 1925, in accordance with the order of the Commission.

Complainants are unalterably opposed to a patched-up temporary and ineffective route via Matoaka and the Norfolk & Western, with rates via that route to become effec-

tive August 1, 1925, as a satisfaction of the Commission's order in this proceeding. Certainly the Commission's order contemplates service as well as rates, and it further contemplates that such relief shall be immediately granted. The proposal of the Virginian Railway contained in the petition herein would satisfy neither of these requirements.

The service from complainants' mines to the west via the Chesapeake & Ohio Railway is a natural movement. The Virginian Railway proposes to substitute for this an unnatural and uneconomical movement. From the evidence in this case it will appear that to reach western markets from Virginian mines via Matoaka involves (1) a substantial haul eastbound over the main line of the Virginian, 13 miles of which, between Elmore and Clarks Gap is on a grade in excess of 2 per cent; (2) a movement through [fol. 1634] yards at Matoaka, which, according to defendant's petition, will accommodate an interchange of but 50 cars per day, and can only be accomplished under extremely adverse physical conditions; and (3) a haul of approximately 16 miles over a meandering single track branch line of the Norfolk & Western Railway from Matoaka to Blue-stone assembling yards.

That the Matoaka route for handling coal from Virginian mines to the west is uneconomical was frankly admitted by representatives of the Norfolk & Western Railway in the Consolidation hearings, I. C. C. Docket No. 12964. Mr. James E. Crawford, Assistant General Manager, Norfolk & Western Railway, testified on this point as follows (Tr. pp. 11039-11040):

“By Mr. Bronson:

“Q. Mr. Crawford, in your opinion could the Virginian tonnage be economically moved via Matoaka, bearing in mind the very much shorter and more direct and quicker route already existing via the Chesapeake & Ohio. I am talking about the present route via Matoaka without any construction whatsoever.

“A. Westbound?

“Q. Westbound Virginian tonnage.

“A. Economically?

“Q. Yes; economically.

“A. No, sir.

"Mr. Reak: It cannot be by existing junctions with the Chesapeake & Ohio either, can it, Mr. Crawford?

"Mr. Bronson: What do you mean by that?

"Mr. Reak: I am referring to that part of the question which assumes it can be handled by the Chesapeake & Ohio.

"By Mr. Bronson:

"Q. I am simply asking the simple question, bearing in [fol. 1635] mind the present route of the Chesapeake & Ohio and Virginian, if the tonnage, from all of these Virginian mines could be economically moved via Matoaka?

"A. No, sir."

The average distance from Virginian Railway mines to western destinations via the unnatural Matoaka route is more than 60 miles in excess of the average distance from these mines to western destinations via the Chesapeake & Ohio Railway. When consideration is given to the well-known fact that screened coal which remains in a railroad car is subjected to degradation due to its own weight, the long additional haul via Matoaka and the delays incident to the unnatural movement via that route become of utmost importance. Complainants must dispose of their coal in the western markets in competition with surrounding mines having a western outlet over the shorter and natural Chesapeake & Ohio route. Complainants cannot hope to successfully compete in the western markets unless they are accorded transportation service that is substantially equivalent to the service accorded their competitors.

Not only would the loaded cars of coal from the Virginian via Matoaka and the Norfolk & Western have to be hauled in excess of 60 miles over the average distance from the same mines to western destinations via the Chesapeake & Ohio Railway, but the empty cars returning to the Virginian Railway via the Norfolk & Western and Matoaka would likewise have to move an additional 60 miles, that is, the round trip of loaded cars from and empty cars to coal operations on the Virginian Railway via the Matoaka route would be in excess of 120 miles of the average distance via the Chesapeake & Ohio Railway.

[fol. 1636] Item No. 32, Form OSA, on file with the Commission, shows that for the year ending December 31, 1924,

the average car miles per car day on the Norfolk & Western was 35.6 miles and on the Chesapeake & Ohio Railway 43.8 miles, indicating that the Chesapeake & Ohio Railway moves each car each day a distance substantially 25 per cent greater than the Norfolk & Western Railway. It is not in the public interest that the more expeditious route via the Chesapeake & Ohio should be closed to the coal operators on the Virginian and they be forced to use only the less expeditious route via the Norfolk & Western.

The mines served locally by the Virginian Railway have long complained of their transportation disadvantages as compared with the so-called joint mines in the New River District. At the present time, the so-called joint mines have an outlet west and two outlets east, while the local Virginian mines have but a single outlet, and that to the east. The proposed connection via Matoaka, without a connection via the Chesapeake & Ohio, would give the joint mines access to two railroads west and two railroads east, while the local Virginian mines would have access to only one railroad east and west, and have its western movement depend on the exigencies of service received through the weak link of the single-track Bluestone Branch of the Norfolk & Western Railway. In other words, the Virginian's proposal, instead of alleviating the present disadvantages of the local Virginian shippers, would merely add to their burdens.

#### V-VI

In paragraph V of defendant's petition, it is stated that if the Commission should approve the proposed lease it [fol. 1637] would then be without power to prevent the Norfolk & Western from withdrawing rates via the Chesapeake & Ohio to competitive destinations in the west, and in order to obviate the confusion that would result from such a change in the tariff situation it is appropriate that the rates proposed by the Norfolk & Western via Matoaka be permitted to take effect as a substantial compliance with the Commission's order.

For the reasons heretofore stated, complainants would not, under existing circumstances and conditions, view rates via the Norfolk & Western at Matoaka as a substantial compliance with the Commission's order even though

such rates were published, as ordered, to become effective May 20, 1925. As it is, the Virginian Railway does not even propose to publish the rates via Matoaka until August 1, 1925, and apparently the only reason for not publishing rates via the Chesapeake & Ohio effective May 20th as ordered by the Commission, is the desire to avoid confusion. We submit that complainants' rights to through routes and just and reasonable rates applicable thereto are paramount to defendant's mere desire to avoid confusion. Each day's delay in the establishment of westbound rates is of serious consequence to complainants and it is wholly unwarranted that they should be made the pawn and their properties sacrificed in furtherance of an advantageous sale or lease of the Virginian Railway.

The Virginian claims no intention in paragraph V of its petition of seeking to commit the Commission to its consolidation proposal, and yet that paragraph must necessarily have been drawn on the definite assumption that the [fol. 1638] Commission will approve the proposed lease to the Norfolk & Western. No other conclusion than this is possible for the reason that the very same tariff confusion which the Virginian by its petition seeks to obviate would result should it publish rates effective August 1, 1925, via the Norfolk & Western and then the Commission in its ultimate decision in the Consolidation Case adhere to its tentative plans and assign the Virginian to the Chesapeake & Ohio.

#### VII-VIII

Defendant, Virginian Railway Co., contends that it will not be in the public interest to publish westbound rates via any gateway until existing facilities have been enlarged; that the inevitable result of such publication would be to congest the Virginian and its immediate connections involved in the rates, to the very great detriment of all shippers on both lines. In this connection, it is pertinent to note that the Chesapeake & Ohio Railway has expressed no concern over the possibilities suggested by the Virginian. In fact, complainants are informed that that Company is ready and willing to join in the rates with the confident belief that satisfactory service can be accorded.

## IX

The petition of the Virginian states in substance that, regardless of the action taken by the Commission, it will resist, so far as it may, the publication of rates on coal via the Chesapeake & Ohio Railway.

Complainants submit that under the evidence in these proceedings and findings of the Commission, they are entitled to a specific order requiring the publication of New River District rates via the Chesapeake & Ohio Railway [fol. 1639] effective May 20, 1925. Should the Commission deny defendant's petition herein, and the defendant then institute injunction proceedings, it would seem appropriate that the statutory Court should have before it a specific order requiring the publication of rates via the only present workable routes.

It is respectfully submitted that the petition of the Virginian Railway Company for reopening and modification of order should be denied.

Respectfully submitted, James, Williamson & Scott,  
806-8 Westory Building, Washington, D. C., on  
Behalf of Complainants.

Washington, D. C., May 1, 1925.

[fol. 1640] APPENDIX "A" TO PETITION FOR REOPENING

Ex. No. 59

Statement Showing All Cars Received From and Delivered to the C. & O. Railway at Deepwater, West Virginia, for the Period Jan., 1921, to October, 1922, Incl.

1921			1922		
	Delivered	Received		Delivered	Received
January	757	776	January,	720	815
February,	743	1,001	February,	753	853
March,	719	866	March,	806	951
April,	645	719	April,	844	1,052
May,	653	732	May,	1,073	1,159
June,	621	665	June,	871	1,172
July,	686	698	July,	768	915
August,	706	807	August,	508	958
September,	753	713	September,	465	668
October,	712	956	October,	727	1,129
November,	948	991			
December,	1,019	919			
Total for			Total First		
1921 . . .			Ten		
8,962			Months		
9,843			1922 . . .	7,535	9,672
			Grand		
			Total .	16,497	19,515
			Avg. per mo.	749 6	887 0

C. E. Reynolds, Car Accountant.

Norfolk, Va., November 16, 1922.

[fol. 1641] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE CHESAPEAKE & OHIO RAILWAY COMPANY TO  
PETITION FOR REOPENING—May 8, 1925

[fol. 1642] Comes now the Chesapeake & Ohio Railway Company, a Defendant in the above-entitled proceedings, and prays that the Commission shall deny the petition to reopen these proceedings and for modification of the Commission's order, except to the extent herein named, and as grounds therefor respectfully shows:

## I

That rates via Matoaka and Norfolk & Western Railways to western points, are, your petitioner is advised, unsatisfactory to complainants and other shippers of coal from Virginian mines.

## II

That the present interchange facilities at Matoaka are inadequate and the indirect and roundabout route by Matoaka, involving as it does, a backhaul over the steepest grade against the load on the Virginian Railway and over an unimportant branch line of the Norfolk & Western is not a route over which Virginian western coal can be efficiently and economically transported (See No. 12963 Consolidation of Railroads, Systems Nos. 8 and 9, and particularly Rp. 11039-40).

## III

That on the other hand, Chesapeake & Ohio and Virginian interchange facilities at Deepwater and Pemberton are believed to be entirely adequate to take care of all present or immediately prospective additional Virginian western coal and the route via the Chesapeake & Ohio Railway is the only direct route efficient and economical of operation available to Virginian western coal.

## IV

That approximately 55 per cent of all mines in the New River District served by the Virginian Railway, are and for years have been, served by the Chesapeake & Ohio Railway.

## V

That all such mines already have an efficient and economical route for western coal direct from the mines over the Chesapeake & Ohio Railway and that facilities at Deepwater and Pemberton are believed to be ample and sufficient to take care of all western coal shipped from the remaining 45 per cent of Virginian mines not now provided with a western outlet via the Chesapeake & Ohio Railway.

## VI

That Complainants and petitioning intervenors operating the remaining 45 per cent of all the mines in the New River District, served by the Virginian comprising the mines which are not now served by the Chesapeake & Ohio Railway, if confined to the use of the inefficient and uneconomical route by Matoaka, will be at a distinct disadvantage in respect of service to their joint mine competitors now enjoying the higher standard of service afforded by the efficient and economical route of the Chesapeake & Ohio Railway.

## VII

That Defendant, The Chesapeake & Ohio Railway Company, has stood ready at all times to obey the order of the Commission entered in these proceedings and to join the Virginian in the establishment of through routes via Deepwater or Pemberton, or both, and to that end the Virginian Railway Company has long since been provided with a general Power of Attorney, under which it has authority, as the initial carrier, to publish New River District rates from local mines served by it via the route of the Chesapeake & Ohio Railway to western destinations.

## VIII

That the Chesapeake & Ohio Railway Company offers no objection to the establishment of through routes and the publication of joint rates via Matoaka and Norfolk & Western Railways, but to avoid participation in what may be found to be an unjust discrimination against Virginian mines not now served by the Chesapeake & Ohio Railway, insist that coincidentally, the Virginian, as the initial carrier, be required to publish the River District rates via the route of the Chesapeake & Ohio Railway, from such mines served by it as are not now served by the Chesapeake & Ohio Railway for the transportation of western coal.

## IX

That the Chesapeake & Ohio Railway Company offers no objection to the postponement of the effective date of the

order for the sole purpose of permitting a review in the court of the decision of the Commission.

Wherefore, this Defendant prays:

(1) That the Commission deny the petition to reopen these proceedings.

(2) That the Commission deny the petition to modify the order entered in these proceedings, except to the extent indicated herein.

The Chesapeake & Ohio Railway Company, by W. S. Bronson, Attorney.

Washington, D. C., May 8, 1925.

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[fols. 1645 & 1646] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ORDER DENYING PETITION FOR REOPENING—May 11, 1925

Upon further consideration of the records in the above-entitled proceedings, and of petition and amended petition for reopening and modification of the order entered therein, filed on behalf of The Virginian Railway Company:

It is ordered, That the said petitions be, and they are hereby, denied,

By the Commission:

George B. McGinty. Secretary. (Seal.)

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[fol. 1647] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

PETITION FOR MODIFICATION OF THE COMMISSION'S ORDER IN THE ABOVE-ENTITLED CASES SO AS TO PERMIT COMPLIANCE THEREWITH ON ONE DAY'S NOTICE—May 13, 1925

Comes now The Virginian Railway Company and respectfully petitions the Interstate Commerce Commission to permit compliance with its order in the above-entitled cases

by publication upon one day's notice, instead of as now required by the said order by publication upon thirty days' notice.

In support of said petition your petitioner represents:

That, in the report and order in these cases, your petitioner is required to establish on or before May 20, 1925, upon notice to your Commission and to the general public, by not less than thirty days' filing and posting in the man-[fol.1648] ner prescribed in Section 6 of the Interstate Commerce Act, and thereafter to maintain and apply to the transportation of coal, in earloads, from said complainants' mines at Hot Coal, Wyco, Jonben, Tracoal (present name Nuriva), Devils Fork, Corinne and Fireco, W. Va., to destinations enumerated in the tariffs referred to in appendix "B" of the complaint in No. 14454, which shall not exceed the rates contemporaneously maintained on like traffic from points on the main line and branch lines of the defendant, The Chesapeake and Ohio Railway Company, in the New River District, to the same destinations.

After the decision of the Commission was announced, this petitioner on March 28, 1925, filed with your Commission a petition for reopening, argument before the full Commission, and postponement of the effective date of the Commission's order. That petition was denied by the Commission on April 14, 1925. On April 21, 1925, a second petition was filed by the petitioner, requesting a postponement of the effective date of the order, and on April 28, 1925, still another petition was filed by this petitioner asking for a modification of the Commission's order in certain respects deemed by it to have been made appropriate by the announcement, since the original decision, of the proposed lease of the property of the petitioner to the Norfolk and Western Railway Company. Both of the last two petitions were denied by the Commission's order of May 11, 1925 (announced today).

Because of the pendency of those petitions the defendants have not taken the steps necessary to comply with the Commission's order, particularly as it had been and is now the purpose of your petitioner to contest in the Courts the validity of the Commission's order as it now stands and [fol.1649] it was expected that, in accordance with the

usual practice of the Commission, the effective date of the order would be postponed for a reasonable period to enable the necessary proceedings to be instituted. So the situation now is that the defendants are unable to publish the rates effective May 20, 1925, upon thirty days' notice, as required by the order.

It is the purpose of the Virginian Railway Company to publish the rates to western points as prescribed by the Commission so that they will apply via the route through Matoaka, in connection with the Norfolk & Western, and to publish the rates to points in Maryland and the District of Columbia as prescribed by the Commission so that they shall apply via the route through Altavista in connection with the Southern Railway, even though it succeeds in enjoining the enforcement of the Commission's order and this petitioner respectfully prays that the order in these cases be modified so as to permit compliance therewith by the publication of the rates prescribed effective May 20, 1925, upon one day's notice.

Respectfully submitted, The Virginian Railway Company, by S. M. Adsit, Traffic Manager.

Washington, D. C., May 13, 1925.

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[fol. 1650] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ORDER ALLOWING MODIFICATION—May 14, 1925

Upon further consideration of the records in the above entitled proceedings, and upon a petition filed on behalf of defendant Virginian Railway Company to permit compliance with the order entered in said proceedings upon one day's notice in lieu of the thirty days' notice now required by said order, and good cause appearing therefor:

It is ordered, that all defendants in said proceedings be and they are hereby authorized to establish rates as prescribed in said order on one day's notice instead of the thirty days' notice therein prescribed, and that the effective date of said order be and it is hereby extended to and including June 1, 1925.

It is further ordered, that the order entered in these proceedings remain in full force and effect in all other respects.

By the Commission, Division 3.

George B. McGinty, Secretary. (Seal.)

[fols. 1651 & 1652] Secretary's certificate to following Complaint and answers omitted in printing.

[fol. 1653] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

COMPLAINT—Filed November 11, 1922

Complaint of the above named complainants shows:

## I

That complainant, Wyoming Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, com-[fol. 1654] monly and popularly known as "smokeless coal"; that its mine is located at Wyco, Wyoming County, West Virginia, on the Virginian Railway in the territory commonly known as the New River District; that said company maintains its principal office at Tams, West Virginia.

## II

That complainant, Wilton Smokeless Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known as "smokeless coal"; that its mines are located at or near Jonben, West Virginia, on the Virginian Railway in the territory commonly known as the New River District; that said company maintains its principal office at Beckley, West Virginia.

## III

That complainant, Trace Fork Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known as "smokeless coal"; that its mines are located at or near Tracoal, West Virginia, on the Virginian Railway in the territory commonly known as the New River District; that said company maintains its principal office at Tracoal, West Virginia.

[fol. 1655]

## IV

That complainant, Devil's Fork Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known as "smokeless coal"; that its mines are located at or near Devil's Fork, West Virginia, on the Virginian Railway in the territory commonly known as the New River District; that said company maintains its principal office at Devil's Fork, West Virginia.

## V

That complainant, Miller-Pocahontas Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known as "smokeless coal"; that its mines are located at or near Corinne, West Virginia, on the Virginian Railway in the territory commonly known as the New River District; that said company maintains its principal office at Corinne, West Virginia.

## VI

That Complainant, Leckie Fire Creek Smokeless Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known

as "smokeless coal"; that its mine is located at or near Fireco, West Virginia, on the Virginian Railway in the [fol. 1656] territory commonly known as the New River District; that said company maintains its principal office at Welch, West Virginia.

## VII

That defendants, carriers named in Appendix "A" hereto attached and by reference made a part hereof, are common carriers engaged in the transportation of property, including coal, wholly by railroad and partly by railroad and partly by water between points in the State of West Virginia and points in the States of Kentucky, Virginia, Ohio, Indiana, Illinois, Michigan, Pennsylvania, New York, District of Columbia, and other States of the United States and the Dominion of Canada, and as such common carriers are subject to the provisions of the Interstate Commerce Act, and all acts amendatory thereof and supplementary thereto including the Transportation Act of 1920.

## VIII

That there is a large territory in the United States commonly known as the "New River District," "Pocahontas District," "Tug River District," and "Winding Gulf District," wherein there are large deposits of bituminous coal known as semi-bituminous coal and popularly referred to as "smokeless coal," and that there are numerous mines, large and small, throughout said territory wherein is mined and produced said semi-bituminous coal, and the operators of said mines produce and mine said coal and sell said coal and ship and transport said coal in interstate and foreign commerce; that said semi-bituminous coal is used for domestic coal, for the production of steam [fol. 1657] and for the production of light, heat and power, and as railroad fuel and as bunker coal, and is used in supplying fuel for ships forming part and parcel of the United States Navy and the Merchant Marine, and in ships in the coastwise trade, in the foreign trade, and the inland waterways and on the Lakes, and is used for by-product purposes; that the producers of said coal, including the complainants, are in active and sharp competition; that

the fostering, promotion and stimulation of the production and distribution of said semi-bituminous coal is necessary and desirable in the public interest; that all of said semi-bituminous coal is in sharp competition; that it is necessary and desirable in the public interest and it is just and reasonable that all of said coal should be maintained on a competitive basis, and that rates from all of said territory producing said semi-bituminous coal should be upon a parity to common destinations in interstate commerce, and that the carriers serving said territory have as a rule maintained common rates known as "district rates," from all said points of production to common points of destination in interstate commerce; that it is desirable in the public interest that consumers of said coal may resort to many markets and bring said markets into competition.

## IX

That the mines and lands of complainants are geographically, geologically and commercially and from a transportation point of view, within the territory described in paragraph VIII wherein a common group rate is generally applicable throughout said territory from mines on main lines and branches.

[fol. 1658]

## X

That defendant, Chesapeake & Ohio Railway Company, issues and publishes and files with the Interstate Commerce Commission numerous tariffs naming joint through rates on the group basis from coal operations located on its main line and branch lines in the New River District, to various points of destination, a list of which tariffs is set forth in Appendix "B" of this complaint, which tariffs set forth in said Appendix "B" are by reference made part and parcel of this complaint.

## XI

That defendants have failed, neglected or refused to establish and put in force joint through rates on coal from complainants' mines on the Virginian Railway to interstate destinations named in the tariffs set forth in said Appendix "B" to this complaint; that the rates now main-

tained from complainants' coal operations to points of destination enumerated in said tariffs set forth in said Exhibit "B," are made up of the combination of local rates published by the Virginian Railway plus rates published by the Virginian Railway plus rates published by the Chesapeake & Ohio Railway; that said combination rates are so excessive as to render it utterly impossible for complainants to dispose of the products of their mines at points of destination enumerated in said tariffs set forth in said Appendix "B" in competition with other coal producing companies in the New River District served by the Chesapeake & Ohio Railway and enjoying so-called New River District rates.

[fol. 1659]

## XII

That defendant, The Virginian Railway Company, has by certain trackage contracts and operating agreements entered into with defendant, Chesapeake & Ohio Railway Company, secured to numerous coal operations in New River District located on lines owned and operated by said defendant, The Virginian Railway Company the New River District group basis of rates on coal traffic both eastbound and westbound via the Chesapeake & Ohio Railway and its connections; that the coal shipping stations at which said coal operations are located are named in the tariffs of the Chesapeake & Ohio Railway as Chesapeake & Ohio Railway stations, and said company publishes and applies the New River District group rates from said operations the same as from operations in the New River District located locally on its own lines; that said operations by reason of the joint service accorded under the terms of said trackage contracts and operating agreements are unduly and unjustly preferred to the undue, unjust and unreasonable prejudice and disadvantage of complainants' mines; that by reason of said trackage contracts and operating agreements competitors of complainants in the New River District are given the benefit of the service and the rates of both lines while the service and the rates of both lines are denied to complainants; that defendants by giving to competitors of complainants in the New River District the benefit of the service and the rates on both lines under the terms of said trackage contracts and operating agreements

[fol. 1660] while denying to complainants the benefit of the service and the rates of both lines give to said competitors of complainants an undue preference and advantage and subject complainants to undue prejudice and disadvantage.

### XIII

That the defendant, Chesapeake & Ohio Railway Company, by tariffs duly filed with the Commission, publishes and applies New River District group rates on bituminous coal from St. Paul, Virginia, and other originating stations served by the Carolina, Clinchfield & Ohio Railroad, to points of destination throughout Central Freight Association territory (Chesapeake & Ohio Tariff I. C. C. No. 8665); that coal operations located at or near St. Paul, Virginia, and other originating stations on the Carolina, Clinchfield & Ohio Railroad from which joint through rates on coal are named by the Chesapeake & Ohio Railway Company on the New River District basis to destinations generally throughout Central Freight Association territory are by reason of the facts alleged accorded an undue and unreasonable preference and advantage to the undue, unjust and unreasonable prejudice and disadvantage of complainants' mines.

### XIV

That there is a present and constantly increasing demand for coal produced at complainants' mines at points of destination enumerated in said tariffs set forth in said Appendix "B" and it is therefore necessary and desirable [fol. 1661] in the public interest that defendant carriers should issue, publish and file with the Interstate Commerce Commission joint through rates from the coal operations of complainants located on the line of railroad of defendant, the Virginian Railway Company, to said destinations on the same basis as the rates applying from mines of complainants' competitors located on the Chesapeake & Ohio Railway in the New River District.

### XV

That by reason of the facts aforesaid complainants have been subjected to rates for transportation which were and are unjust and unreasonable in violation of Section 1 of

the Interstate Commerce Act, and unduly prejudicial in violation of Section 3 thereof.

Wherefore, complainants pray that defendant carriers may be required to answer the charges herein; that after due hearing and investigation an order may be made commanding defendant carriers, and each of them, to cease and desist from the aforesaid violations of said Interstate Commerce Act and all acts amendatory thereof and supplemental thereto, particularly the Transportation Act of 1920, and establish and put in force and apply in the future to the transportation of coal from complainants' mines to destinations enumerated in the tariffs set forth in Appendix "B" hereof, joint through rates on the New River District basis in lieu of the present unjust, unreasonable, unduly prejudicial and discriminatory rates, and that such further [fol. 1662] order or orders be made as the Commission may consider proper in the premises.

Respectfully submitted, Wyoming Coal Company, by Francis B. James, Its Attorney in Fact and Counsel. Wilton Smokeless Coal Company, by Francis B. James, Its Attorney in Fact and Counsel. Trace Fork Coal Company, by Francis B. James, Its Attorney in Fact and Counsel. Devil's Fork Coal Company, by Francis B. James, Its Attorney in Fact and Counsel. Miller-Pocahontas Coal Company, by Francis B. James, Its Attorney in Fact and Counsel. Leckie Fire Creek Smokeless Coal Company, by Francis B. James, Its Attorney in Fact and Counsel.

Washington, D. C., November 9, 1922.

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[fol. 1663]      APPENDIX "A" TO COMPLAINT

Defendant Carriers by Reference Made Parties Defendant  
to This Complaint

The Virginian Railway Company,  
The Chesapeake & Ohio Railway Company,  
The Chesapeake & Ohio Railway Company of Indiana,  
Chesapeake Steamship Company,

Chesapeake Western Railway,  
 Ann Arbor Railroad Company,  
 The Atchison, Topeka & Santa Fe Railway Company,  
 Baltimore & Ohio Chicago Terminal Railroad Company,  
 The Baltimore & Ohio Railroad Company,  
 Boyne City, Gaylor & Alpena Railroad Company,  
 Carolina, Clinchfield & Ohio Railway,  
 Central Indiana Railway Company,  
 The Chesapeake and Ohio Northern Railway Company,  
 The Chicago & Alton Railroad Company,  
 Chicago, Burlington & Quincy Railroad Company,  
 Chicago & Eastern Illinois Railroad Company, and William  
 J. Jackson, Receiver,  
 Chicago & Erie Railroad Company,  
 Chicago Great Western Railroad Company,  
 The Chicago, Indianapolis & Louisville Railway Company,  
 Chicago, Kalamazoo & Saginaw Railway Company,  
 Chicago, Milwaukee & Gary Railway Company,  
 Chicago, Milwaukee & St. Paul Railroad,  
 Chicago & Northwestern Railway Company,  
 Chicago, Peoria & St. Louis Railroad Company, and Bluford  
 Wilson and Wm. Cotter, Receivers,  
 The Chicago, Rock Island & Pacific Railway Company,  
 [fol. 1664] Cincinnati, Georgetown & Portsmouth Railroad,  
 The Cincinnati, Indianapolis & Western Railroad Company,  
 The Cincinnati, Lebanon & Northern Railway Company,  
 The Cleveland, Cincinnati, Chicago & St. Louis Railway  
 Company,  
 The Dayton & Union Railroad Company,  
 The Dayton, Toledo and Chicago Railway Company,  
 The Detroit & Huron Railway Company,  
 Detroit & Mackinac Railway Company,  
 Detroit, Toledo & Ironton Railroad Company,  
 Detroit and Toledo Shore Line Railroad Company,  
 The East Jordan and Southern Railway Company,  
 Elgin, Joliet & Eastern Railway Company,  
 Erie Railroad Company,  
 Erie & Michigan Railway and Navigation Company,  
 Felicity & Bethel Railroad Company,  
 Fort Wayne, Cincinnati & Louisville Railroad Company,  
 Grand Rapids & Indiana Railway Company,  
 Grand Trunk Western Railway Company,

The Home Avenue Railroad Company,  
 The Hocking Valley Railway Company,  
 Illinois Central Railroad Company,  
 Illinois Terminal Railroad Company,  
 Indiana Harbor Belt Railroad Company,  
 Kalamazoo, Lake Shore & Chicago Railway Company,  
 The Kanawha & Michigan Railway Company,  
 Kentucky & Indiana Terminal Railroad Company,  
 The Lake Erie & Western Railroad Company,  
 The Lorain, Ashland & Southern Railroad Company,  
 The Lorain & West Virginian Railway Company,  
 Louisville, Henderson & St. Louis Railway Company,  
 [fol. 1665] Louisville & Nashville Railroad Company,  
 Manistee & Northeastern Railroad, and The Michigan Trust  
 Company, Receiver,  
 Michigan Railroad Company,  
 The Michigan Central Railroad Company,  
 The Minneapolis & St. Louis Railroad Company,  
 New Jersey, Indiana & Illinois Railroad,  
 The New York Central Railroad Company,  
 The New York, Chicago & St. Louis Railroad Company,  
 Norfolk & Western Railway Company,  
 The Northern Ohio Railway Company,  
 The Ohio Electric Railway Company, and B. J. Jones, Re-  
 ceiver,  
 The Pennsylvania Railroad Company, Western Lines,  
 The Pennsylvania Railroad Company,  
 Peoria & Pekin Union Railway Company,  
 Pere Marquette Railway Company,  
 The Pittsburgh, Cincinnati, Chicago & St. Louis Railroad  
 Company,  
 The Pittsburgh & Lake Erie Railroad Company,  
 Pontiac, Oxford & Northern Railroad Company,  
 Rapid City, Black Hills and Western Railroad Company,  
 The Rapid Railway Company,  
 Rapid Railroad Company,  
 St. Louis and Hannibal Railroad Company,  
 St. Louis Merchants Bridge Terminal Railway Company,  
 St. Louis Transfer Railway Company,  
 Southern Railway Company,  
 Terminal Railroad Association of St. Louis,  
 The Toledo & Ohio Central Railway Company,

[fol. 1666] Toledo, Peoria & Western Railway Company,  
 and S. M. Russell, Receiver,  
 Toledo, St. Louis & Western Railroad Company, and W. L.  
 Ross, Receiver,  
 The Toledo & Western Railroad Company,  
 Wabash Railway Company,  
 The Wabash, Chester & Western Railroad Company,  
 The Wheeling & Lake Erie Railway Company,  
 Wiggins Ferry Company,  
 The Zanesville & Western Railway Company.

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APPENDIX "B" TO COMPLAINT

Tariffs by Reference Made Part and Parcel of this  
 Complaint

Chesapeake & Ohio Railway Freight Tariff I. C. C. No.  
 8665 and Supplements Nos. 14, 21 and 25 thereto.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No.  
 9368.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No.  
 9363.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No.  
 9206 and Supplement No. 1 thereto.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No.  
 9366.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No.  
 9369.

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[fol. 1667] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT CHICAGO AND EASTERN ILLINOIS RAIL-  
 WAY COMPANY, SUCCESSOR OF CHICAGO AND EASTERN  
 ILLINOIS RAILROAD CO., WILLIAM J. JACKSON, RECEIVER—  
 Filed December 7, 1922

Now comes defendant above named and, for its answer  
 to the complaint filed herein, respectfully states:

1, 2, 3, 4, 5, and 6

This defendant has no information respecting the truth or falsity of the allegations contained in Paragraph 1.

7

This defendant admits it is a common carrier and, as such, is subject to the provisions of the Act to Regulate Commerce.

8, 9, 10, 11, 12, 13, and 14

This defendant has not checked the allegations contained in Paragraphs 8 to 14 inclusive, and can, therefore, neither admit nor deny the correctness of the same, but leaves complainant to the strict proof thereof at the trial of this case.

15

This defendant denies the allegations contained in Paragraph 15 of the Complaints.

Wherefore, having fully answered, this defendant prays the dismissal of the complaint filed herein.

[fol. 1668] K. L. Richmond, Attorney for Defendant  
Chicago and Eastern Illinois Railway Company.

Dated at Chicago, Illinois, Dec. 5, 1922.

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[fol. 1669] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT DETROIT AND MACKINAC RAILWAY  
COMPANY—Filed December 8, 1922

Now comes the Detroit and Mackinac Railway Company, one of the defendants named in the above entitled cause, and answering the complaint therein says it will concur in the defense thereto made by its direct connections, the Grand Trunk Ry., Michigan Central R. R. and Pere Marquette Ry., and be governed by the result and abide by the

decision rendered therein by the Interstate Commerce Commission, reserving the right to make appearance and offer testimony as evidence therein.

Dated December 4th, 1922.

Detroit and Mackinac Railway Company, by G. L. Wakeman, Traffic Manager East Tawas, Michigan.  
Henry & Henry, Attorneys for defendant.

Business Address: Alpena, Michigan.

To Francis B. James, Commerce Counsel; E. E. Williamson, Rate & Transp. Specialist; Ewing H. Scott, Commerce Counsel, 803 Westory Bldg., Washington, D. C.

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[fol. 1670] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE FORT WAYNE, CINCINNATI AND LOUISVILLE RAILROAD COMPANY, THE LAKE ERIE AND WESTERN RAILROAD COMPANY, AND OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY—Filed December 11, 1922

1-6. These defendants admit the corporate organization, business and location of complainants herein, as alleged in Paragraphs 1, 2, 3, 4, 5 and 6.

7. These defendants admit that they are common carriers, subject to the provisions of the Interstate Commerce Act, and all acts amendatory thereof and supplementary thereto, including the Transportation Act of 1920, as alleged in Paragraph 7.

8. These defendants admit the territorial coal districts as alleged in Paragraph 8, and the mining of coal from said districts.

9. These defendants admit that complainants' mines are geographically, geologically and commercially situated as alleged in Paragraph 8. For their answer to allegations in Paragraph 9, relating to the rates applicable throughout said territory, on main lines and branches, and to establish the truth or falsity of those allegations, these defendants

respectfully refer to tariffs on file with the Interstate Commerce Commission.

10, 11. For their answer to allegations in Paragraphs 10 and 11, relating to the tariffs published and filed by the Chesapeake & Ohio Railway Company, and rates from com-[fol.1671] plainants' mines to destinations, and to establish the truth or falsity of those allegations, these defendants respectfully refer to tariffs on file with the Interstate Commerce Commission. These defendants deny that the rates assessed and collected for complainants' shipments are excessive as alleged in Paragraph 11.

12. These defendants refer to and adopt the answer of The Virginian Railway Company and Chesapeake & Ohio Railway Company to Paragraph 12.

13. For their answer to allegations in Paragraph 13, relating to rates published by the Chesapeake & Ohio Railway Company on coal from St. Paul, Virginia, and other points, to Central Freight Association territory, and to establish the truth or falsity of those allegations, these defendants respectfully refer to tariffs on file with the Interstate Commerce Commission. These defendants deny that the rates on coal from St. Paul, Virginia to Central Freight Association territory are accorded an undue and unreasonable preference and advantage to the undue, unjust and unreasonable prejudice and disadvantage of complainants herein, as alleged in Paragraph 13.

14. These defendants have no information as to the demand for complainants' coal or the necessity of joint through rates from complainants' mines to points of destination, and can therefore, neither admit nor deny allegations in Paragraph 14, relating thereto, but ask that complainants may be put upon their strict proof as to those allegations.

15. These defendants specifically deny that complainants have been subjected to rates for the transportation of their shipments which were and are unjust and unreasonable in violation of Section 1 of the Interstate Commerce Act, and unduly prejudicial in violation of Section 3 thereof, as alleged in Paragraph 15.

Wherefore, having fully answered, these defendants pray that the complaint herein may be dismissed.

[fol. 1672] The Fort Wayne, Cincinnati and Louisville Railroad Company, by W. A. Colston, Its Attorney. The Lake Erie and Western Railroad Company, by W. A. Colston, Its Vice-President and General Counsel. W. A. Colston, 607 Columbia Building, Cleveland, Ohio. The New York, Chicago and St. Louis Railroad Company, by W. J. Stevenson, Its General Solicitor. W. J. Stevenson, 607 Columbia Building, Cleveland, Ohio.

December 7, 1922.

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[fol. 1673] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT ILLINOIS CENTRAL RAILROAD COMPANY—Filed December 9, 1922

For its answer to the complaint herein, this defendant respectfully states:

It asks that reference may be had to the tariffs on file with this Honorable Commission for a correct statement of the rates mentioned or referred to in the complaint.

It denies that anything done or omitted by it with respect to the matters complained of herein was or is in violation of the provisions of the Act to Regulate Commerce, as alleged. It denies that the complainants are entitled to the relief prayed or to any other relief, and it denies that this defendant should be subjected to any adverse order whatsoever.

Wherefore this defendant prays that it may be hence dismissed.

Illinois Central Railroad Company, by A. P. Hymburg, Its Attorney. Stevens.

[fol. 1674] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

JOINT ANSWER OF THE PENNSYLVANIA RAILROAD COMPANY,  
THE PENNSYLVANIA RAILROAD COMPANY-WESTERN LINES,  
THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS  
RAILROAD COMPANY, THE LORAIN, ASHLAND AND SOUTHERN  
RAILROAD COMPANY, GRAND RAPIDS AND INDIANA RAILWAY  
COMPANY, AND THE CINCINNATI, LEBANON AND NORTHERN  
RAILWAY COMPANY—Filed December 14, 1922

For their answer to the complaint filed in the above entitled proceeding these respondents respectfully state and show:

I, II, III, IV, V, VI

They admit the allegations contained in these paragraphs.

VII

They admit that they are common carriers over their own lines of railroad and as such are subject to the provisions of the Interstate Commerce Act and the Transportation Act, 1920.

VIII

These respondents admit as to location of New River and other districts but they are not familiar as to details of operation of mines.

IX

These respondents have no knowledge of location of complainants' mines.

X

That the tariffs published by the Chesapeake & Ohio Railway Company are on file with the Interstate Commerce Commission.

[fol. 1675]

XI

That they do not have sufficient knowledge to affirm or deny this allegation.

## XII

These respondents have no knowledge of trackage arrangements between the Virginian Railway Company and the Chesapeake & Ohio Railway Co.

## XIII

These respondents have no knowledge of relations between Chesapeake & Ohio Railway Company and Carolina, Clinchfield and Ohio Railroad.

## XIV

They have no knowledge of demand on complainants for coal.

Wherefore they pray that as to them said complaint may be hence dismissed.

Respondents Above Named, by J. C. Venning, Agent,  
in Their Behalf. James Stillwell, of Counsel.

925 Pennsylvania Station, Pittsburgh, Pennsylvania.

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[fol. 1676] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF LOUISVILLE & NASHVILLE RAILROAD COMPANY—  
Filed December 11, 1922

I, II, III, IV, V, VI

That it is without sufficient information or knowledge to either affirm or deny the allegations of these paragraphs.

## VII

That it admits it is a common carrier subject to the Interstate Commerce Act and acts amendatory thereof and supplementary thereto.

## VIII, IX

That it denies it has sufficient information or knowledge to form a belief as to the correctness of the allegations of these paragraphs.

## X, XI, XII, XIII, XIV

That it denies each and every allegation of these paragraphs, except, that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

## XV

That it denies each and every allegation of this paragraph.

Wherefore defendant avers that complainants are not entitled to the relief sought nor to any relief whatsoever and having fully answered prays to be hence dismissed.

[fol. 1677]      Louisville and Nashville Railroad Company, by W. A. Northcutt, General Solicitor.

Louisville, Ky., December 6, 1922.

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[fol. 1678] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY Co.—Filed December 14, 1922

## I

As to the allegations contained in Paragraph I of said complaint, this company has not sufficient knowledge upon which to base a belief.

## II

This defendant admits the allegations contained in Paragraph II of said complaint.

This defendant admits the allegations contained in the remaining paragraphs of this complaint only in so far as same relates to the lawful tariff provisions and matters of

record on file with the Interstate Commerce Commission; otherwise the same are specifically denied.

Having fully answered, this defendant prays that the complaint be hence dismissed.

Yours truly, E. P. Venia, General Freight Agent.

Chicago, Ill., December 11, 1922.

C/o Mr. Ewing H. Scott, Commerce Counsel, 803 West-  
ory Bldg., Washington, D. C.

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[fol. 1679] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF CHICAGO, BURLINGTON & QUINCY RAILROAD CO.—  
Filed December 11, 1922

Now comes the Chicago, Burlington & Quincy Railroad Company, one of the defendants herein, and for its separate answer respectfully shows:

I

Defendant neither admits nor denies the allegations of paragraphs one to six inclusive, but prays for proof thereof.

II

Defendant admits it is a common carrier subject to the provisions of the Interstate Commerce Act.

III

Answering remaining allegations of the complaint, defendant refers to the tariffs on file with this Honorable Commission as to the best evidence of their contents and provisions, and denies that the rates, rules and regulations complained of are, or were, unjust or unreasonable, or unjustly discriminatory, or in violation of the Interstate Commerce Act.

## IV

Except as herein admitted or otherwise answered, defendant denies each and every allegation, matter and thing in the said complaint contained.

Wherefore, having fully answered the complaint, defendant prays that the same may be dismissed as to it.

Chicago, Burlington & Quincy Railroad Co., by Kenneth F. Burgess, General Attorney.

OFM.

Chicago, Illinois, December 9th, 1922.

[fol. 1680] I hereby certify I have served copy of the above and foregoing answer upon the complainant by depositing same in the United States Mail, postage prepaid, addressed to Mr. Francis B. James, Commerce Counsel, 803-808 Westory Bldg., Washington, D. C.

By Kenneth F. Burgess, General Attorney.

Chicago, Illinois, December 9th, 1922.

OFM.

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[fol. 1681] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF CHICAGO, PEORIA & ST. LOUIS RAILROAD COMPANY  
AND BLUFORD WILSON AND WILLIAM COTTER, ITS RE-  
CEIVERS—Filed December 18, 1922

Now come Chicago, Peoria and St. Louis Railroad Company and Bluford Wilson and William Cotter, its Receivers, Respondents, and for answer unto the complaint filed in the above entitled matter, deny each and every allegation contained therein; and further answering deny that Complainants are entitled to the relief or any part thereof prayed therein against these Respondents; and these Respondents having fully answered, pray to be hence dismissed with their reasonable costs in this behalf most wrongfully sustained.

Chicago, Peoria & St. Louis Railroad Company,  
Bluford Wilson, and William Cotter, Receivers,  
by R. B. Davis, General Counsel.

[fol. 1682] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY  
COMPANY—Filed December 20, 1922

Passing by the informal and immaterial paragraphs of the complaint, and coming to paragraphs VIII to XV inclusive, which state the grievance of complainants, the Atchison, Topeka and Santa Fe Railway Company for answer says:

## VIII and IX

It is without information as to the averments of paragraphs VIII and IX, and it therefore denies the same and asks for strict proof thereof.

## X

For verification of the averments of paragraph X, it respectfully refers to the tariffs on file with the Interstate Commerce Commission.

## XI

For verification of the averments of paragraph XI, it respectfully refers to the tariffs set forth in Appendix "B" to the complaint, on file with the Interstate Commerce Commission.

Further answering said paragraph, it denies that the rates complained of are excessive, as alleged.

## XII

It is without information as to the averments of paragraph XII; and, basing its denial upon that ground, it denies the same and asks for strict proof thereof.

[fol. 1683]

## XIII

For verification of the averments of paragraph XIII, it respectfully refers to the tariff therein set forth, on file with this Honorable Commission.

Further answering said paragraph, it denies that the rates complained of result in undue or unreasonable pref-

erence of those named, in Central Freight Association territory, or in undue, unjust, or unreasonable prejudice or disadvantage to complainants' mines, as alleged.

#### XIV

It is without information as to the averments of paragraph XIV, and it therefore denies the same and asks for strict proof thereof.

#### XV

It denies that complainants have been subjected to the payment of rates which were or are unjust, unreasonable, unduly prejudicial, or in violation of any of the provisions of the Interstate Commerce Act.

Wherefore it asks that the complaint be dismissed as to it.

The Atchison, Topeka and Santa Fe Railway Company, by G. J. Norton, F. E. Andrews, Its Attorneys.

Chicago, Dec. 18, 1922.

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[fol.1684] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF ERIE RAILROAD COMPANY AND CHICAGO AND ERIE RAILROAD COMPANY—Filed December 20, 1922

1. They have no knowledge or information sufficient to enable them to answer the allegations contained in paragraphs I-VI inclusive.

2. They admit that they are common carriers engaged to some extent in the interstate transportation of property by railroad.

3. They deny that their rates, fares or charges complained of are unreasonable or otherwise unlawful. For further answer they beg to refer to the answers filed or to be filed by the Virginian Railway Company and its direct connections.

Wherefore these respondents pray that as to them the complaint be dismissed.

Erie Railroad Company, Chicago and Erie Railroad Company, by *Y. C. Voisell*, Vice President. *M. B. Pierce*, Attorney for Respondents, 50 Church Street, New York, N. Y.

New York, December 18, 1922.

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[fol. 1685] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT CHICAGO AND NORTH WESTERN RAILWAY COMPANY—Filed December 18, 1922

Comes now the Chicago and North Western Railway Company, one of the defendants in the above entitled cause, by its attorney, and for answer to the complaint of the complainants heretofore filed in the above entitled cause, says:

That this defendant, the Chicago and North Western Railway Company, adopts as and for its answer to said complaint, and to each and every of the allegations and averments therein contained and set forth, the answer filed or to be filed in said cause by the Chesapeake & Ohio Railway Company, one of the other defendants named in said complaint, and this defendant prays that it may have and be accorded all of the rights and privileges of said answer so filed or to be filed by said the Chesapeake & Ohio Railway Company as fully in all respects as though the same were set forth at length herein.

John H. —, Attorney for Defendant Chicago and North Western Railway Company.

Chicago, December 14, 1922.

[fol. 1686] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE CHESAPEAKE AND OHIO RAILWAY COMPANY—  
Filed December 18, 1922

The Chesapeake and Ohio Railway Company, being among the defendants named in this proceeding, for answer thereto respectfully states:

# I, II, III, IV, V, VI

This defendant is without information as to the allegations contained in Articles I, II, III, IV, V, and VI.

# VII

This defendant admits that it is a common carrier subject to the provisions of the Act to Regulate Commerce, approved February 4th, 1887, and Acts amendatory thereof and supplementary thereto.

# VIII

This defendant notes the allegations contained in Article VIII.

# IX

This defendant asks for proof as to the allegations contained in Article IX.

# X

For greater accuracy, this defendant refers to its tariffs on file with your Honorable Commission, as provided by law, as full answer to the allegations contained in Article X.

[fol. 1687] XI, XII

This defendant denies the allegations contained in Articles XI and XII.

# XIII

(1) For greater accuracy, this defendant refers to its tariffs on file with your Honorable Commission, as pro-

vided by law, as full answer to the allegations contained in Paragraph (1) of Article XIII.

(2) This defendant denies the allegations contained in Paragraph (2) of Article XIII.

#### XIV

This defendant denies the allegations contained in Article XIV.

And now, having fully answered, this defendant respectfully prays that the complaint as to it be dismissed.

The Chesapeake and Ohio Railway Company, by G. J. —, Freight Traffic Manager.

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[fol. 1688] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY Co.—Filed December 22, 1922

This defendant admits the existence of the complainants as alleged in the complaint. This defendant also admits it is a common carrier and is subject to the provisions of the Interstate Commerce Act.

Further answering said complaint, this defendant denies that the rates complained of are in any manner or form unlawful.

Wherefore this defendant prays that the complaint be dismissed as to it.

Dated at Chicago, Illinois, December 19th, 1922.

Chicago, Milwaukee and St. Paul Railway Company,  
By J. N. Davis.

[fol. 1689] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF ELGIN, JOLIET AND EASTERN RAILWAY COMPANY—  
Filed December 21, 1922

The answer of the Elgin, Joliet and Eastern Railway Company to the complaint, herein respectfully shows:

First. Answering Sections 1, 2, 3, 4, 5 and 6. Has no knowledge of the incorporation or business of complainants, therefore, neither admits nor denies the allegations contained in Sections 1, 2, 3, 4, 5 and 6 of the complaint.

Second. Answering Section 7. Admits it is a common carrier engaged in the transportation of property wholly by railroad, including coal, between points in the states of Indiana and Illinois and as such common carrier is subject to the provisions of the Interstate Commerce Act, and all acts amendatory thereof and supplementary thereto, including the Transportation Act of 1920.

Third. Answering Section 8. Admits there may be a territory in the United States commonly known as the New River District, Pocahontas District, Tug River District and Winding Gulf District, wherein there may be large deposits of bituminous coal known as ~~semi~~-bituminous coal and popularly referred to as "smokeless coal," and that there may be mines in said territory wherein is mined and produced said semi-bituminous coal, which coal is used for various purposes, but has no knowledge of the competition of complainants in the mining and distribution of said coal.

[fol. 1690] Fourth. Answering Section 9. Has no direct knowledge of the location of complainants' mines, therefore, neither admits nor denies the allegations contained in Section 9 of the complaint.

Fifth. Answering Section 10. Admits that the Chesapeake & Ohio Railway Company may issue and file with the Interstate Commerce Commission numerous tariffs naming joint through rates on the group basis from coal operations located on its main line and branch lines in the New River District, to various points of destination, but this defendant has not checked same.

1051

Sixth. Answering Section 11. Has no knowledge of refusal to establish and put in force joint through rates on coal from complainants' mines on the Virginian Railway to interstate destinations as this line has no direct connections with the Virginian Railway and does not publish rates from their stations for their account, but denies that the rates now maintained from complainants' coal operations to the points of destination enumerated in said tariffs are excessive.

Seventh. Answering Section 12. Has no knowledge of the trackage contracts and operating agreements entered into by the Virginian Railway Company with the Chesapeake & Ohio Railway Company, therefore, neither admits nor denies the allegations contained in Section 12 of the complaint.

Eighth. Answering Section 13. Denies that coal operations located at or near St. Paul, Virginia and other originating stations on the Carolina, Clinchfield & Ohio Railroad to destinations in Central Freight Association Territory are accorded an undue and unreasonable preference and advantage to the undue, unjust and unreasonable prejudice and disadvantage of complainants' mines.

Ninth. Answering Section 14. Denies that it is necessary and desirable in the public interest that defendant carriers issue, publish and file with the Interstate Commerce Commission joint through rates from coal operations of complainants located on the line of railroad of defendant, the [fol. 1691] Virginian Railway Company, to said destinations, on the same basis as the rates applying from mines of complainants' competitors located on the Chesapeake & Ohio Railway in the New River District and demands strict proof.

Tenth. Answering Section 15. Denies that complainants have been subjected to rates for transportation which were and are unjust and unreasonable in violation of Section 1 of the Interstate Commerce Act, and unduly prejudicial in violation of Section 3 thereof.

Eleventh. Denies each and every allegation not herein specifically admitted or denied.

Wherefore, having fully answered, prays that the complaint may be dismissed.

Elgin, Joliet and Eastern Railway Company, by W.  
L. —, Its Traffic Manager.

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[fol. 1692] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE GRAND TRUNK WESTERN RAILWAY COMPANY,  
THE DETROIT AND HURON RAILWAY COMPANY, THE PONTIAC,  
OXFORD AND NORTHERN—Filed December 29, 1922

I, II, III, IV, V, VI

Defendants have no specific knowledge.

VII

Defendants admit.

VIII, IX, X, XI, XII, XIII, XIV, XV

Defendants aver that Tariffs on File with Interstate Commerce Commission will show the rates lawfully in effect and denies that so far as they participate in the traffic, the rates and charges are unjust and unreasonable in violation of Section I, and unduly prejudicial in violation of Section 3 of the Interstate Commerce Act.

Having answered as above the several allegations in this complaint, defendants pray that same be dismissed.

Grand Trunk Western Railway Company, the Detroit and Huron Railway Company, the Pontiac, Oxford and Northern Railway Co., by N. L. N—, Its Freight Traffic Manager.

Chicago, Ill., December 21, 1922.

[fol. 1693] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF CHICAGO, KALMAZOO & SAGINAW RAILWAY COMPANY, THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY, INDIANA HARBOR BELT RAILROAD COMPANY, THE KANAWHA & MICHIGAN RAILWAY COMPANY, THE MICHIGAN CENTRAL RAILROAD COMPANY, THE NEW YORK CENTRAL RAILROAD COMPANY, THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY, THE TOLEDO & OHIO CENTRAL RAILWAY COMPANY, THE ZANESVILLE & WESTERN RAILWAY COMPANY—Filed December 26, 1929

Answering the complaint in the above entitled proceeding, these defendants admit, subject to verification from published tariffs on file with this Commission, the rates and charges therein set forth, but deny that the same are unjust, unreasonable, discriminatory or unlawful in any respect, deny that complainants are entitled to any relief in the premises, and pray that the complaint may be dismissed.

Clyde Browry, Attorney for Above-named Defendants, 1110-466 Lexington Avenue, New York City.

Dated December 22, 1922.

jm.

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[fol. 1694] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY—Filed December 23, 1922

Comes now the Minneapolis & St. Louis Railroad Company, one of the defendants herein, and for its separate answer to complainants' complaint, states:

I

This defendant admits the allegations of paragraphs one to seven inclusive of said complaint.

## II

Except as hereinbefore specifically admitted, this defendant denies the allegations of the complaint.

Wherefore this defendant prays that the complaint herein be dismissed.

M. M. Joyce, C. W. Wright, Attorneys for Defendant,  
514 Met. Life Bldg., Minneapolis, Minn.

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[fol. 1695] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY—Filed December 26, 1922

## I

It is without information concerning the allegations of Paragraph I and it leaves complainant to its proof thereof.

## II

Defendant admits that it is a common carrier engaged in interstate commerce.

## III

For answer to all allegations herein purporting to state freight rates, defendant refers to the published tariffs themselves as affording the only true answer thereto. Defendant denies that the rates herein complained of, or any of them, are in violation of the Act to Regulate Commerce, as specifically alleged. Defendant denies that complainant is entitled to the relief prayed for, or to any part thereof, or to any other or further relief, or to any relief whatsoever.

Wherefore, having thus fully answered, defendant prays to be dismissed.

The Chicago, Rock Island and Pacific Railway Company, by A. B. Enoch, Its Attorney.

[fol. 1696] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF SOUTHERN RAILWAY COMPANY, KENTUCKY & INDIANA TERMINAL RAILROAD COMPANY AND CHESAPEAKE STEAMSHIP COMPANY—Filed January 4, 1923

For answer to the complaint, these respondents say:

### I

Answering paragraphs 1 to 6 of the complaint, inclusive, these respondents have no knowledge or information sufficient to enable them either to affirm or deny the allegations contained therein, and crave strict proof thereof.

### II

Answering paragraph 7 of the complaint, these respondents admit the allegations contained therein.

### III

Further answering said complaint, these respondents ask that reference may be had to the tariffs mentioned therein for a correct statement of the rates referred to and complained of in said complaint.

### IV

Further answering said complaint, these respondents deny that they or any of them have violated or are violating Sections 1 or 3 of the Act to Regulate Commerce as [fol. 1697] amended, as alleged in the complaint, or that anything done or omitted by them or any of them, with respect to the subject matter of the complaint, is in violation of law, or that they or any of them should be subjected to any adverse order; and these respondents deny that complainants are entitled to the relief prayed or any other relief. Each and every allegation in said complaint not hereinbefore admitted, is hereby specifically denied.

And, having fully answered, these respondents pray that the complaint be dismissed.

Charles J. Rixey, Counsel for Respondents.

Washington, D. C., January 2, 1923.

[fol. 1698] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE NORFOLK & WESTERN RAILWAY COMPANY—  
Filed January 17, 1923

For answer to said petition respondent says as follows:

Respondent is without information at this time enabling it either to admit or deny the correctness of all the allegations contained in said petition, and assuming that its co-defendants more directly interested will make detailed answer thereto, deems such answer on its behalf unnecessary. But respondent denies that it has participated in subjecting complainants, or any of them, to the payment of freight rates or charges which were or are unjust, unreasonable, unjustly discriminatory, unduly prejudicial or preferential, or in any way in violation of any of the provisions of the Interstate Commerce Act.

Accordingly respondent denies that complainants are entitled to the relief prayed for, or any other relief, or that respondent should be subjected to any adverse order whatever.

And, having fully answered, respondent prays to be hence dismissed, etc.

Norfolk & Western Railway Company, by D. L.  
Younger, Commerce Attorney. P.

Washington, D. C., January 16, 1923.

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[fol. 1699] IN UNITED STATES DISTRICT COURT

[Title omitted]

**Statement of Evidence**

Mr. Bronson offers the answer of the Chesapeake and Ohio Railway Company.

Judge Waddill: Gentlemen, in connection with the introduction of this testimony, we have reached this conclusion: that we will hear it and reserve for future determination what shall be done with it. To exclude it without hearing

it might be prejudicial, and we will let it be introduced with that understanding and will so state in the order that will be entered in the case.

Assistant Attorney General Wheat: Then, if the Court please, I suppose it will be noted that it is taken subject to our objection and exception.

C. H. Hix was duly sworn and testified as follows:

Direct examination.

By Mr. Carmalt:

My name is C. H. Hix, Norfolk, Virginia. I am President of the Virginian Railway. I came up through the operating department of the Norfolk and Western Railway, occupying the positions of agent, operator, dispatcher, chief dispatcher, train master. I was with that company for nineteen years. I went to the Seaboard in 1900 and worked up from Train Master to Vice-President in charge of operation; I was there twelve years. I then went to the Norfolk and Southern as its President and remained there two years. Then I retired from railroad work until 1918 when I was drafted and made Master of Hampton Roads Ports, in which position I had charge of the Virginian Railway's property, and then I continued with the rail- [fol. 1700] way after the property was handed back by the Government, as Vice-President in charge of operation. I became President on May 2nd of this year.

The Virginian Railway's owners have agreed to a lease of the property to the Norfolk and Western for ninety-nine years. This has been ratified by the Directors of both Companies and approved by the stockholders of the Norfolk and Western Railway Company, and a meeting of the Virginian's stockholders will take place tomorrow to pass upon the subject. That lease is subject to ratification by the stockholders of both Companies and to the approval of the Interstate Commerce Commission. Approval will not be sought until after the meeting tomorrow of the Virginian's stockholders.

I am familiar with the publication of tariffs by the Norfolk and Western Railway in compliance with the order of the Commission here involved, which have been filed to become effective on June first.

As to the simplicity and adequacy of operation via Matoaka and the Norfolk and Western Railway, the Virginian Railway has been constructed for the movement of traffic eastbound, and with one exception, a grade of 2.07 per cent from Elmore to the top of Clarke's Gap Hill, as we call it, has a grade of two-tenths of one per cent, for the handling of low-grade traffic.

Elmore is an assembling center for coal from that field. It is eighteen miles from Elmore to Matoaka where we have physical connection with the Norfolk and Western Railway, and we have a fourteen mile grade of 2.07 per cent. But we have begun with the electrification of that, and we will be in shape to begin operation over this grade with electric motors in the latter part of the year, which will simplify that operation very much. Therefore it is very much more economical to handle coal eastbound than westbound.

Radiating from Elmore, the line of the Virginian single-tracks to the west to Mullens and from Mullens to Deep Water. Eastbound it double-tracks Mullens to Matoaka, [fol. 1701] and we are installing automatic signals, and when they are in operation we will be able to move two full tonnage trains each way over that grade.

The report of the Commission recites the operating conditions between Elmore and Deep Water, and states that there are three grades with a grade lift not differing very considerably from the lift going up Clarke's Gap. From an operating point of view the difference between the two operations is this: The left operation between the top of Clarke's Gap and Deep Water is very slight, but moving eastbound we only have one pusher grade. These pushers lay over at Elmore where we have engine facilities. Moving westbound we have three grades, 5, 7 and 11, that would require pusher engines to get a full tonnage train over, and it would necessitate providing pusher terminals at each one of these grades, men to take care of the engines, such as engine watchmen and cleaners, the men usually used to maintain engines; or would necessitate three terminals instead of one and three sets of pushers instead of one.

From the point of view of operating costs and operating facilities, I prefer the eastbound operation in handling my traffic.

## Cross-examination.

By Mr. Bronson:

Witness Hix: I testified before the Commission in the Wyoming Coal Company case, or the Gulf Coal Company case, which case gave rise to this proceeding. I did not testify in that case with reference to the proposed route by Matoaka for the movement of coal to the west. That was never mentioned in the case. That has not exactly all been started since the proposed lease of the Virginian to the Norfolk and Western. The electrification made delivery to the Matoaka gateway very much more desirable than before because of economy. So far as I know it was not mentioned in any way in the proceeding before the Commission which gave rise to this proceeding.

[fol. 1702] I am not familiar with what the Interstate Commerce Commission held in Consolidation of Railways, Docket 12964, with respect to System No. 8 and System No. 7. I am aware that in the tentative report on the consolidation of railways the Virginian was to be consolidated with the Chesapeake and Ohio, and not the Norfolk and Western.

Q. Are you not also aware of the fact that Professor Ripley in his recommendations to the Commission recommended that the Virginian be assigned to the Norfolk and Western, and the Commission took it away from the Norfolk and Western and gave it to the Chesapeake and Ohio? Is that true?

A. Mr. Bronson, Professor Ripley made two or three recommendations with regard to it. He talked to us all. I am not familiar with the action of the Commission. That is a matter of record in I. C. C. 459 and 460.

By the Court:

Witness: It is sixty miles from Elmore to Deep Water and eighteen miles from Elmore to Matoaka.

Witness was then excused.

J. E. CRAWFORD was duly sworn and testified as follows:

Direct examination.

By Mr. Carmalt:

Witness: My name is J. E. Crawford, Roanoke, Virginia. I am General Manager of the Norfolk and Western Railway. I have been ten years engineer, ten years Chief Engineer, one year Assistant General Manager, and one year General Manager of the Norfolk and Western Railway.

On the assumption that the tonnage of coal moving to the west that may be expected from our through rates and joint rates will aggregate somewhere between 1,000,000 and 2,000,000 per annum the Norfolk and Western has the following facilities at Matoaka and beyond for the handling this traffic. We have at Matoaka two tracks, each loading about [fol. 1703] eighty cars, in addition to our running track, on which these cars can be received. That is about sixteen miles from our main line at Bluestone. From Bluestone we have practically a double-tracked railroad on water grade all the way to the west.

The line running from Matoaka to Bluestone is what I would call a first class branch. It is laid with 100-pound rail, or heavier than that, I think there are some 130-pound rails; good tie condition, stone ballast, good bridges, concrete masonry; it is a first class branch.

The yard development on the branch for handling and assembling trains is as follows: We have, as I mentioned, two tracks at Matoaka, and about eleven miles below Matoaka we have a yard with three additional tracks and it is now being enlarged with three more tracks, where we assemble. We have electrification in that yard and that is where we make up our westbound trains for both eastbound and westbound movement. Our westbound cars are handled from Cliff to Flat Top yards, about eight miles from Cliff on the main line, and we pick them up and haul them to Bluestone. The train is made up at the Bluestone yards.

We are now handling on that branch, during the time when the coal business is fair, about 300 50-ton cars a day. Our ratings are all in 50-ton cars, and we handle about 300 a day off that branch, 300 loaded off and 300 empties on. That operation could be enlarged with the present facili-

ties to handle 100 to 150 cars more a day. The facilities of the interchange and of the branch are sufficient adequately to take care of that additional tonnage now. We have contracts for two additional tracks at Matoaka, and those two tracks will be finished by the first of August, which have been contracted for since the order in this case was handed down, that is, they were contracted for three or four days ago. Cliff Yards is eleven miles from Matoaka.

It is quite probable, if the lease of the Virginian is consummated, that we would extend the electrification up to Matoaka.

The equipment of the Norfolk and Western is interchangeable with that being installed by the Virginian to this extent: We can operate our locomotives on their line or their locomotives on our line. The locomotives are not the same, but they use the same current and can operate on either line.

Cross-examination.

By Mr. Bronson:

Witness: I did not testify before the Interstate Commerce Commission in the proceeding that gave rise to this suit, with respect to the route via Matoaka. I did testify in the consolidation case that was referred to in the questions to Mr. Hix. I imagine the record will show that I testified in that case that coal could not be handled economically via Matoaka from the Virginian line, though I can't say definitely what my testimony was.

By Mr. Farrell:

Witness: I can't say that at the time of the hearing before the Commission of the Wyoming Coal Company case any coal was moving west from the Virginian over the Norfolk and Western Railway via Matoaka. I don't know what the date of that case was, how long ago it was. I don't think there is any moving today west from the Virginian over the Norfolk and Western, or has in the past.

By Mr. Carmalt:

Witness: In the consolidation hearing of which I have spoken, the question I had under consideration was the

comparison of the route by Matoaka and a route down the Guyon River from Mullens or Elmore.

Witness was then excused.

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[fol. 1705] S. M. ADSIT was duly sworn and testified as follows:

Direct examination.

By Mr. Carmalt:

Witness: My name is S. M. Adsit, of Norfolk, Virginia, I am and have been Traffic Manager of the Virginian Railway since March 1, 1920. Prior to that time I was for fifteen years General Freight and Traffic Agent of the St. Joseph and Grand Island Railway, St. Joseph, Missouri, I came to Virginia with the Virginian in May, 1907, and retained the position I held when I came until I was made General Traffic Manager.

During the period from 1907 until now I have had charge of arrangements for through routes and joint rates and tariff publications for the Virginian Railway.

We have never had any joint rates with the Chesapeake and Ohio on coal. There had been no coal handled until 1923 in connection with the Chesapeake and Ohio from the Virginian, except coal shipped from the Hot Coal (?) mines in West Virginia, which shipments began in May, 1923. It is my recollection that was after the testimony was taken before the Interstate Commerce Commission in the proceedings that is here involved. That coal has not been handled since May, 1923, on through billing from the Virginian to the Chesapeake and Ohio.

When the Virginian receives the coal, it is taken to Pemberton on a memorandum bill from the mine, but covered by revenue way bills that are made by the station agent at Tams carrying the charges up to Pemberton on the Virginian Railway. At Pemberton it is turned over to the Chesapeake and Ohio Railway and rebilled from the billing on the Virginian to the points of destination and the consignee shown on that billing.

The rates on the Virginian Railway from Hot Coal mines (?) are collected by the agent at Tams, and the agent pays the charges to the Virginian Railway.

When the coal moves out from Pemberton over the Ches- [fol. 1706] apeake and Ohio the billing does not carry any charges from the Virginian on it. There are no arrangements between the Virginian and the Chesapeake and Ohio for the publication of through rates and joint rates on coal.

I have had up with the Traffic Department of the Chesapeake and Ohio the question of the Virginian's authority to publish through rates over the Chesapeake and Ohio Railway and its connections to agree with the order here involved. We did have and still have complete authority to publish the rate, but we have been put on notice by the Chesapeake and Ohio that we must not use that concurrence in connection with coal rates; that they will furnish a separate concurrence covering rates on coal from the Virginian Railway to western points. If rates were published from local mines on the Virginian Railway, and not published from the joint mines, it would create fourth section violations and would be some injury to the joint mines.

I have with me the letter that was received from the Chesapeake and Ohio Railway in which I was put on notice not to use the concurrence I have. It is signed by Mr. E. D. Hotchkiss, Freight Traffic Manager, dated May 23, 1925. The letter is as follows (Reading):

"Richmond, Va., May 23rd, 1925.

File FTM. 3-430.

Mr. S. M. Adsit, traffic manager the Virginian Railway Co.,  
Norfolk, Va.

DEAR SIR: Referring to previous correspondence in reference to the publication of rates on coal from Virginian Railway mines to western destinations made necessary by the Commission's report and order in Docket 14454:

Take notice that the Chesapeake and Ohio nonconcurs in the publication jointly by your company of the district rate from any joint mine served by the two companies for application via Deep Water or Pemberton either to a destination on the C. & O. Railway or to a destination beyond [fol. 1707] in which the C. & O. Railway would be an intermediate connection.

Also take notice that General Concurrence FX-3, No. 407, issued by this Company, is not to be cited in connection with any publication that may issue via the Deep Water or Pemberton route pursuant to this order, but in lieu thereof we will issue concurrence on form of FX-2 as soon as advised the number of tariffs on which you will require concurrence of this character and your assurance that such schedules omit all joint mines served by the two companies.

I am sending a copy of this communication to Mr. G. B. McGinty, Secretary of the Interstate Commerce Commission.

Yours very truly, E. D. Hotchkiss, Freight Traffic Manager.

Cy. to Mr. G. B. McGinty, Secty. Interstate Commerce Commission, Washington, D. C."

By Mr. Carmalt:

Witness: We have had no joint rates at any time with the Chesapeake and Ohio on coal. In the early days of the Virginian Railway, before it was completed through to tidewater, to enable the mines in West Virginia to ship, proportional rates were published to Deep Water to be billed beyond Deep Water. After the road was completed to tidewater those rates were withdrawn. After those rates were withdrawn, no coal was handled in connection with the Chesapeake and Ohio until the shipments in 1923.

It is true, as alleged in the amended bill of complaint, that tariffs have been filed by the Norfolk and Western Railway on behalf of the Virginian carrying rates running from Virginian mines to the west via Matoaka and the Norfolk and Western, and those are as shown in Exhibit 2 filed with the amended bill.

Judge Waddill: Is it your understanding that the letter from the Chesapeake and Ohio which you have just read contemplates carrying out the recent order of the [fol. 1708] Interstate Commerce Commission that is sought to be enjoined here, or not?

Witness: Literally, yes. It enables the Virginian to publish joint rates from mines that are specifically mentioned in the order; but it goes even further than that; it says

local mines, mines not served also by the Chesapeake and Ohio.

Judge Waddill: By the amended bill I understand that the Virginian is proceeding on the same line with the Norfolk and Western, carrying out the Commission's order?

Witness: Yes, sir.

Judge Waddill: So if the lease that is proposed is authorized, that condition will stand?

Witness: Yes, sir.

Judge Waddill: And if the injunction is granted here, it would be suspended as to the Chesapeake and Ohio?

Witness: Yes, sir.

By Mr. Carmalt:

Witness: I understand that the rates that are ordered by the order of the Commission are from specified mines of the complainant on the Virginian, and not from joint mines, or any other mines than the specific mines that are named in the order. If we were to publish rates from those mines, and not publish rates from other mines on the Virginian, including joint mines, there would be created fourth section violations of the Interstate Commerce Act. But the Chesapeake and Ohio letter does not preclude the publication of rates from those local mines.

Cross-examination.

By Mr. Bronson:

Witness: In the proceeding before the Commission which has given rise to this suit, the route by Matoaka and [fol. 1709] the Norfolk and Western was not mentioned by me. The question was raised, I believe, by one other witness. The consideration in that proceeding was more generally with respect to the rates via Deep Water; but that proceeding, so far as the Virginian was concerned, was in opposition to any western rates at all.

Q. Now in respect to the Wyoming Coal Company case, and the Gulf Coal Company case, is it not true that those cases involved rates only from local mines and not from joint mines?

A. No joint mines that I recall were mentioned in the complaint.

It is true that out of approximately 100 mines served by the Virginian, fifty per cent of the mines are served also by the Chesapeake and Ohio. It is true that in respect to the mines served by the Chesapeake and Ohio also, known as joint mines, they have rates both east and west, whereas the mines served by the Virginian have through rates, or joint rates, local rates, only eastbound, and any coal moved from those mines to the west would have to move, as the Commission said, subject to the establishment of rates between the Virginian and the Chesapeake and Ohio.

I have not received from Mr. Hotchkiss a new concurrence, that has been filed with the Interstate Commerce Commission, which permits us to publish joint rates from Chesapeake and Ohio junction points to the west. Mr. Hotchkiss says in his letter that such would be issued. I haven't had any appointments with Mr. Hotchkiss.

I can't say that the Chesapeake and Ohio Railway are not ready to comply with the order of the Commission. I have been notified that they were.

With respect to the rates of the Virginian by Matoaka and the Norfolk and Western, those are known as New River District rates. They put the local mines on a parity with the rates of joint mines.

I don't regard any rate west from the Virginian Railway just and reasonable. We put them in because we were obliged to, in the light of what we believed to be the fact, [fol.1710] that the Virginian Railway would be shortly turned over to the Norfolk and Western. Otherwise, I would have objected to putting them in by Matoaka. If we had put them in, we would not have necessarily put them via a route which would give us the long haul to Deep Water. Our best route for transportation expense is through Matoaka rather than Deep Water, for all the mines on the Virginian Railway.

It is largely true of Deep Water that for many mines the route via Matoaka involves an eastbound back haul before we start west; all our coal has to go by Deep Water before it starts west.

I would say that the question as to whether if the rates by Matoaka and the Norfolk and Western are fair and reasonable rates for the movement of Virginian Railway coal west, the same rates would be fair and reasonable rates for

the movement of coal via the Chesapeake and Ohio junction, depends on what the Virginian Railway got out of them in the way of revenue. I understand that the Commission holds that the rates are unduly low to C. F. A. territory. If the rates via Matoaka and the Norfolk and Western are fair and reasonable rates, I suppose they are fair and reasonable via Deep Water and Chesapeake & Ohio.

Q. If they are not fair and reasonable, why did you publish them?

A. Because we were required by the order of the Commission to put them in.

The order required that we publish western rates. The rates were put in, mark you, in compliance with that order, but we acted in a sense voluntarily because the Virginian was being turned over to the Norfolk and Western.

By Mr. Farrell:

Witness: I have the amended order of the Interstate Commerce Commission of May 19, 1925. Carrying out that order literally, applying the order to the mines specified in the order, it would bring about a discrimination between local and joint mines.

I understand the order is confined to the points that were [fol. 1711] in issue in the proceeding before the Commission, and that does not include all the points against which this discrimination, if a fact, exists.

There is nothing in that order of May 19th that prevents the Virginian from applying the rate which the Commission required it to apply from the points in issue, to other points which are discriminated against, provided there is discrimination.

The question as to whether the Virginian does not need to bring about discrimination between local mines on its lines, in complying with the Commission's order of May 19th, would depend somewhat on the attitude of our connection. The present attitude of the Chesapeake and Ohio would bring it about. If the Virginian has a free hand in order to comply with the order of May 19th, it can go ahead and remove the discrimination. With the concurrence of our connections they could put in rates from all the local mines as easily as the rates required by the Commission.

Mr. Farrell: If the Court please, on behalf of the Interstate Commerce Commission, this evidence having been received subject to the objection of counsel for the Commission, I wish to say that in my opinion it is incompetent, irrelevant and immaterial and has no bearing whatever upon the question whether the order of the Interstate Commerce Commission in this case is valid; and for those reasons I move that it be stricken from the record.

Mr. Spillman: If the Court please, as representing the intervening coal companies, I also desire to join in the same motion.

Mr. Bronson: If the Court please, we join in the motion to exclude complainant's testimony.

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[fol. 1712] EVIDENCE INTRODUCED BY CHESAPEAKE AND OHIO  
RAILWAY COMPANY

W. T. TAMS, JR., was duly sworn and testified as follows:

Direct examination.

By Mr. Bronson:

Witness: My name is W. T. Tams, Jr., Tams, West Virginia.

My connection with the proceeding before the Interstate Commerce Commission is that I am Vice President of the Gulf Coal Company and the President of the Wyoming Coal Company. Those two companies were the parties complainant in the proceeding which gave rise to this suit, as I understand it.

We complained before the Commission of the only rates available to us for western movement, which were a combination of rates from our mines——

The Court: Does not all of that appear in the record before the Interstate Commerce Commission?

Mr. Bronson: Yes, sir.

By Mr. Bronson:

Witness: We filed an objection to the petition of the Virginian Railway to reopen the case on the grounds that the Commission had considered the evidence, had arrived at its

decision, had issued its order, and that order we believed to be just and right one, and we objected to having the case reopened and the issue broadened, by including the question of rates by the Matoaka route. It had been suggested to us by counsel for the Virginian that we agree to accept the Matoaka route in satisfaction of the order, and we had declined that informal suggestion. So, as the record now stands before the Commission, the two complainants in this case refused to agree to broaden the issue so as to include the question of rates by the Matoaka route.

The Court: What did the Commission do about that? [fol. 1713] Did the Commission decline to reopen it?

Witness: Yes, sir.

Witness was then excused.

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[fol. 1714] IN UNITED STATES DISTRICT COURT

[Title omitted]

PETITION FOR APPEAL—Filed October 14, 1925

The Virginian Railway Company, Complainant, feeling itself aggrieved by the final order or decree of the District Court made and entered September 19, 1925, in the above-entitled cause prays an appeal therefrom to the Supreme Court of the United States.

The particulars wherein they consider the final order or decree erroneous are set forth in the assignment of errors on file to which reference is made.

Complainant prays that a transcript of the record, proceedings and papers on which the final order or decree was made and entered, duly authenticated, may be transmitted forthwith to the Supreme Court of the United States.

E. W. Knight, W. H. T. Loyall, James B. Carmalt,  
Solicitors for the Virginian Railway Company.

[File endorsement omitted.]

[fol. 1715] IN UNITED STATES DISTRICT COURT

[Title omitted]

ASSIGNMENTS OF ERROR—Filed October 14, 1925

Comes now the Virginian Railway Company, by its counsel and, in connection with its petition for appeal, files the following assignment of errors on which they will rely on their appeal to the Supreme Court of the United States from the final order or decree of the District Court entered September 19, 1925.

The District Court erred:

- I. In dismissing the bill of complaint on the merits.
- II. In refusing to enjoin the enforcement of the order of the Interstate Commerce Commission as prayed by complainant.
- III. In failing to find that the order of the Interstate Commerce Commission was not supported by evidence.
- IV. In failing to find that the Interstate Commerce Commission in making its order herein involved had acted without authority of law (in that the said Commission refused to find preliminarily whether or not the establishment of through rates and joint rates on coal to the West from Virginian Railway mines was in the public interest.
- V. In failing to find that the Interstate Commerce Commission acted arbitrarily in its failure and refusal to give consideration to the testimony of record before it tending [fol. 1716] to show that said establishment of through rates and joint rates was necessary or desirable in the public interest.
- VI. In failing to find that the Interstate Commerce Commission erred in its finding that the rates on coal to the West from Virginian mines were prejudicial.
- VII. In failing to find that the Interstate Commerce Commission erred in ordering the establishment of through rates and rates on coal to the West on the basis of the New River District rates maintained by the Chesapeake & Ohio Railway Company from mines on its line.

VIII. In failing to find that the Interstate Commerce Commission acted arbitrarily and without authority of law in finding unreasonable rates on coal from Virginian mines to the West that exceed the New River district basis of rates as applied by the Chesapeake & Ohio Railway Company from mines on its line.

IX. In failing to find that the Interstate Commerce Commission acted arbitrarily and without authority of law in establishing rates as reasonable rates within the meaning of Section 1 of the Interstate Commerce Act without giving consideration to testimony bearing upon the cost of service, the measure of the aforesaid district rates or other transportation conditions which affect the reasonableness of the value.

X. In failing to find that the Interstate Commerce Commission in making its order and amended order in Wyoming Coal Company, et al. versus Virginian Railway Company Docket No. 14454 and in Gulf Coal Company et al. versus Virginian Railway Company et al. exceeded its statutory authority and acted so arbitrarily as to render its order null and void.

E. W. Knight, W. H. T. Loyall, James W. Carmalt,  
Solicitors for the Virginian Railway Company.

[File endorsement omitted.]

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[fol. 1717] IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER ALLOWING APPEAL—October 14, 1925

In the above entitled cause, The Virginian Railway Company, Complainant, having made and filed its petition praying an appeal to the Supreme Court of the United States from the final order or decree of the District Court, entered herein on September 19, 1925, and having also made and filed an assignment of errors, and having in all respects conformed to the statute and rules of Court in such case made and provided:

It is ordered and decreed that the appeal be, and the same is hereby, allowed as prayed and citation made returnable within thirty (30) days from the date hereof, and the clerk is directed to transmit forthwith a properly authenticated transcript of the record, proceedings and papers on which said order or decree was made and entered to the Supreme Court of the United States.

Geo. W. McClintic, United States District Judge.

Edmund Waddill, Jr., United States Circuit Judge.

Dated this 14th October, 1925.

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[fols. 1718 & 1719] Citation, in usual form, showing service on Ewing H. Scott et al., omitted in printing.

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[fol. 1720] IN UNITED STATES DISTRICT COURT

[Title omitted]

#### NOTIFICATION OF APPEAL

To the above-named defendants and interveners:

You are hereby notified that the Virginian Railway Company will prosecute and appeal from the final order or decree of the District Court entered herein on September 19, 1925, in which you are parties defendant and interveners, respectively, to the Supreme Court of the United States, to reverse the order of the District Court which sustained the order of the Interstate Commerce Commission complained of in the original and amended bill filed herein. This notice is seasonably given that you may have full opportunity to determine your own course with respect to your appeals.

E. W. Knight, W. H. T. Loyall, J. W. Carmalt, Solicitors for the Virginian Railway Company.

Service of a true copy of the foregoing notice is hereby acknowledged, this 15th day of October, 1925.

[fol. 1721] Blackburn Esterline, Assistant to the Solicitor General for the United States. 10/17/1925.  
P. J. Farrell, Solicitors for the Interstate Commerce Commission. W. S. Bronson, Solicitors for the Chesapeake & Ohio Railway Company. Ewing H. Scott, Solicitors for the Interveners. Robert S. Spilman, Sol. for Gulf Coal Company, Intervener.

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[fol. 1722] IN UNITED STATES DISTRICT COURT

[Title omitted]

NOTICE OF APPEAL

To the Honorable H. B. Lee, Attorney General of the State of West Virginia:

You are hereby notified that the Virginian Railway Company, complainant in the above entitled cause, has taken an appeal from the final order or decree of the District Court to the Supreme Court of the United States and that the order allowing the appeal makes the same returnable within thirty (30) days from the date of the order.

This notice is given you pursuant to Urgent Deficiencies Act, October 22, 1913 (38 Stat. L. 221).

E. W. Knight, W. H. T. Loyall, James W. Carmalt,  
Solicitors for the Virginian Railway Company.

I hereby acknowledge receipt of a copy of the above no-  
[fol. 1723] tice this 15th day of October, A. D. 1925.

Howard B. Lee, Attorney General.

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[fols. 1724 & 1725] Bond for costs for \$1,000.00, approved and filed October 15, 1925, omitted in printing.

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[fols. 1726 & 1727] Bond on appeal for \$5,000, approved and filed October 15, 1925, omitted in printing.

[fol. 1728] IN UNITED STATES DISTRICT COURT

[Title omitted]

PRÆCIPUE FOR TRANSCRIPT OF RECORD

To the Clerk:

Please prepare transcript of the record in the above-entitled cause in the matter of an appeal of the Virginian Railway Company, complainant, and include therein, in the order given below, the following matter, viz:

1. Bill of Complaint and amended bill of complaint with exhibits attached thereto.
  2. Answer of the United States of America.
  3. Answer of the Interstate Commerce Commission.
  4. Answer of the Chesapeake & Ohio Railway Company.
  5. Intervening petition of Gulf Coal Company, et al.
  6. Motion of Intervening Coal Companies to dismiss.
  7. All orders and journal entries in their appropriate order.
  8. Abstract of testimony of C. H. Hix, J. E. Crawford, S. M. Adsit and W. T. Tams, Jr., attached hereto.
  9. Record before Interstate Commerce Commission in Gulf Coal Co. et al. vs. Virginian Railway Co. et al., I. C. C. Docket No. 13832 and in Wyoming Coal Company et al. vs. Virginian Railway Company, et al. I. C. C. Docket No. 14454.
  10. Final order and decree entered September 19, 1925.
  11. Petition for appeal.
  12. Assignment of errors.
  13. Order allowing appeal.
- [fol. 1729] 14. Citation.
15. Notice of appeal to Attorney General of West Virginia.
  16. Appeal bonds.
  17. Præcipe for record.

E. W. Knight, W. H. T. Loyall, James W. Carmalt,  
Solicitors for the Virginian Railway Company.

Service of a copy of the within praecipe for record is hereby admitted and acknowledged this 15 day of October, A. D. 1925.

Ewing H. Scott, W. S. Bronson, Solicitors for All Appellees, Ewing H. Scott, Solicitor for Interveners. Robert S. Spilman, Sol. for Gulf Coal Company, Intervener. Blackburn Esterline, Assistant to the Solicitor General for the United States. 10/17/25. P. J. Farrell, for Interstate Commerce Commission, Appellee.

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[fol. 1730] IN UNITED STATES DISTRICT COURT

[Title omitted]

PETITION FOR CROSS-APPEAL BY UNITED STATES AND INTERSTATE COMMERCE COMMISSION—Filed October 17, 1925

United States of America and Interstate Commerce Commission, defendants, feeling themselves aggrieved by the following paragraphs two (2) and three (3) of the final order or decree of the District Court made and entered September 19, 1925, viz:

2. The Complainant indicating an intention to appeal from this decree, and the Court being of opinion from all the evidence in the case that irreparable damage will result to the Complainant pending such appeal if this decree shall be reversed on appeal, it is further ordered, that the United States of America, the Interstate Commerce Commission, and The Chesapeake and Ohio Railway Company be temporarily restrained from making effective the order of the Interstate Commerce Commission mentioned in the Bill of Complaint and the Amended Bill in this case, viz., orders entered on March 10, 1925, and an amended or revised order entered on May 19, 1925, in two proceedings then pending before said Commission, viz., Gulf Coal Company et al. vs. Virginian Railway Company et al., I. C. C. Docket No. 13382 and Wyoming Coal Company et al. vs. Virginian Railway Company et al., I. C. C. Docket No. 14454, pending the perfecting of such appeal by the Complainant to the Supreme Court of the United States within thirty days from this

date, and upon the perfecting of such appeal thereafter until the determination of the same by said Supreme Court, unless such restraining order shall be sooner set aside by said Supreme Court.

3. That the Complainant shall within thirty days from the date of this order, pending such appeal, enter into a proper injunction bond before the Clerk of this Court with security approved by the District Judge of this Court in the penalty of (\$5,000) Five Thousand Dollars, conditioned according to law, which said bond is to be in addition to the [fol. 1731] usual appeal bond to cover costs of the appeal in the penalty of (\$1,000) One Thousand Dollars.

pray a cross-appeal therefrom to the Supreme Court of the United States.

The particulars wherein they consider the foregoing paragraphs 2 and 3 erroneous are set forth in the assignment of error on file to which reference is made.

They pray that a transcript of the record, pleadings, and papers on which the final order or decree was made and entered, duly authenticated, may be transmitted forthwith to the Supreme Court of the United States.

Elliott Northcott, United States Attorney, Southern District of West Virginia. Blackburn Esterline, Assistant to the Solicitor General. P. J. Farrell, Solicitor for Interstate Commerce Commission.

[File endorsement omitted.]

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[fol. 1732] IN UNITED STATES DISTRICT COURT

[Title omitted]

ASSIGNMENT OF ERRORS ON CROSS-APPEAL.—Filed October 17,  
1925

United States of America and Interstate Commerce Commission, defendants, now come, by their respective counsel, and in connection with their petition for cross-appeal file the following assignment of error on which they will rely on their cross-appeal to the Supreme Court of the United

States from paragraphs 2 and 3 of the final order or decree of the District Court entered September 19, 1925.

The District Court erred in restraining enforcement of the Commission's orders of March 10 and May 19, 1925, pending appeal to and determination of the appeal by the Supreme Court of the United States.

Wherefore, defendants, and each of them, pray that paragraphs 2 and 3 of the final order or decree entered September 19, 1925, be reversed, annulled, and set aside, with directions that the restraining order shall be forthwith dissolved, and for such other and further order as may be appropriate.

Elliott Northcott, United States Attorney, Southern District of West Virginia. Blackburn Esterline, Assistant to the Solicitor General. P. J. Farrell, Solicitor for Interstate Commerce Commission.

[File endorsement omitted.]

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[fol. 1734] IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER ALLOWING CROSS-APPEAL—October 17, 1925

In the above-entitled cause, United States of America and Interstate Commerce Commission, defendants, having made and filed their petition praying a cross-appeal to the Supreme Court of the United States from paragraphs 2 and 3 of the final order or decree of the District Court made and entered September 19, 1925, and having also made and filed an assignment of error, and having in all respects conformed to the statute and rules of court in such case made and provided:

It is ordered and decreed that the cross-appeal be, and the same is hereby, allowed as prayed and made returnable within thirty (30) days from the date hereof, and the Clerk is directed to transmit forthwith a properly authenticated transcript of the record, proceedings, and papers on which said order or decree was made and entered to the Supreme Court of the United States.

Geo. W. McClintic, United States District Judge.

[fol. 1735] Citation on cross-appeal, in usual form, showing service on E. W. Knight, omitted in printing.

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[fol. 1736] Clerk's certificate to foregoing transcript omitted in printing.

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[fol. 1737] IN UNITED STATES SUPREME COURT

ORDER EXTENDING TIME FOR FILING TRANSCRIPT—Filed  
November 19, 1925

On motion of The Virginian Railway Company, a corporation, appellant, and also on motion of the United States of America and the Interstate Commerce Commission, cross-appellants, and for good cause shown and appearing to the Court, it is ordered that the time for filing the transcript of the record upon the appeal of The Virginian Railway Company and the cross-appeal of the United States of America and the Interstate Commerce Commission to the Supreme Court of the United States be, and the same is, hereby enlarged and extended for the period of ninety (90) days from the date hereof.

November 13, 1925.

Geo. W. McClintic, U. S. District Judge.

[fol. 1737a] [File endorsement omitted.]

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[fol. 1738] IN UNITED STATES SUPREME COURT

[Title omitted]

STATEMENT OF POINTS TO BE RELIED UPON AND DESIGNATION  
BY APPELLANT TO PRINT THE ENTIRE RECORD—Filed Jan-  
uary 27, 1926

The Appellant in the above-entitled cause will rely on the following points on the appeal in this case:

The District Court erred:

I. In dismissing the bill of complaint on the merits.

II. In refusing to enjoin the enforcement of the order of the Interstate Commerce Commission as prayed by complainant.

III. In failing to find that the order of the Interstate Commerce Commission was not supported by evidence.

IV. In failing to find that the Interstate Commerce Commission in making its order herein involved had acted without authority of law (in that the said Commission refused to find preliminarily whether or not the establishment of through routes and joint rates on coal to the West from Virginian Railway mines was in the public interest.)

V. In failing to find that the Interstate Commerce Commission acted arbitrarily in its failure and refusal to give consideration to the testimony of record before it tending to show that said establishment of through routes and joint rates was not necessary or desirable in the public interest.

VI. In failing to find that the Interstate Commerce Commission erred in its finding that the rates on coal to the West from Virginian mines were prejudicial.

VII. In failing to find that the Interstate Commerce Commission erred in ordering the establishment of through routes and rates on coal to the West on the basis of the New River District rates maintained by the Chesapeake & Ohio Railway Company from mines on its line.

[fol.1739] VIII. In failing to find that the Interstate Commerce Commission acted arbitrarily and without authority of law in finding unreasonable rates on coal from Virginian mines to the West that exceed the New River district basis of rates as applied by the Chesapeake & Ohio Railway Company from mines on its line.

IX. In failing to find that the Interstate Commerce Commission acted arbitrarily and without authority of law in establishing rates as reasonable rates within the meaning of Section 1 of the Interstate Commerce Commission Act without giving consideration to testimony bearing upon the

cost of service, the measure of the aforesaid district rates, or other transportation conditions which affect the reasonableness of the rate.

X. In failing to find that the Interstate Commerce Commission in making its order and amended order in *Wyoming Coal Company et al. versus Virginian Railway Company*, Docket No. 14454, and in *Gulf Coal Company et al. versus Virginian Railway Company et al.*, Docket No. 13832, exceeded its statutory authority and acted so arbitrarily as to render its order null and void.

The Appellant desires that the entire record in this case as certified by the Clerk of the District Court for the Southern District of West Virginia be printed.

E. W. Knight, W. H. T. Loyall, James W. Carmalt,  
Attorneys for Appellant.

[fol. 1739a] [File endorsement omitted.]

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[fol. 1740] IN SUPREME COURT OF THE UNITED STATES

STATEMENT OF POINTS TO BE RELIED UPON BY CROSS-APPELLANTS—Filed February 1, 1926

United States of America and Interstate Commerce Commission, cross-appellants, will rely on the following point in brief and in oral argument on the hearing of their cross-appeal, viz:

Paragraphs (2) and (3) of the final decree of the District Court which restrained enforcement of the Commission's orders of March 10 and May 19, 1925, pending appeal to and determination of the appeal by this Court, are unwarranted by the facts and are contrary to law.

Blackburn Esterline, Assistant to the Solicitor General. P. J. Farrell, Solicitor for Interstate Commerce Commission.

[fol. 1741] [File endorsement omitted.]

Endorsed on cover: File Nos. 31,647, 31,648. S. West Virginia D. C. U. S. Term No. 281. The Virginian Railway Company, appellant, vs. The United States of America, The Interstate Commerce Commission, and The Chesapeake and Ohio Railway Company, et al. Term No. 282. The United States of America and The Interstate Commerce Commission, appellants vs. The Virginian Railway Company. Filed January 27th, 1926. File No. 31,647, 31,648.

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IN THE  
SUPREME COURT OF THE UNITED STATES,  
OCTOBER TERM, 1926.

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No. 281  
THE VIRGINIAN RAILWAY COMPANY, *Appellant*,  
*vs.*  
THE UNITED STATES OF AMERICA, THE INTERSTATE COM-  
MERCE COMMISSION, AND THE CHESAPEAKE AND  
OHIO RAILWAY COMPANY ET AL.

---

No. 282  
THE UNITED STATES OF AMERICA AND THE INTERSTATE  
COMMERCE COMMISSION, *Appellants*,  
*vs.*  
THE VIRGINIAN RAILWAY COMPANY.

---

APPEALS FROM THE DISTRICT COURT OF THE UNITED  
STATES FOR THE SOUTHERN DISTRICT OF WEST  
VIRGINIA.

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BRIEF FOR THE VIRGINIAN RAILWAY  
COMPANY

This is an appeal from a decree of the District Court  
of the United States for the Southern District of West  
Virginia, constituted of three judges under the pro-

visions of the Urgent Deficiencies Act of October 22, 1913, 38 Stat. 219, with one judge dissenting, refusing to enjoin an order of the Interstate Commerce Commission in the cases of Wyoming Coal Co. et al. vs. the Virginian Railway Company et al., I. C. C. Docket No. 14,454, and Gulf Coal Co. vs. same defendants, I. C. C. Docket No. 13,832.

### REFERENCES TO OFFICIAL REPORTS

The Commission's original report appears in its published reports at 96 I. C. C., 359; the amended report at 98 I. C. C., 488. No opinion was rendered by the District Court.

The Court, being of opinion that irreparable damage would result to Appellant, granted a temporary restraining order pending the appeal to this Court, and from this portion of the order, a cross appeal was filed by the United States and the Interstate Commerce Commission.

### JURISDICTION OF SUPREME COURT OF UNITED STATES

The order of the District Court, denying the prayer for a permanent injunction and dismissing the Bill, but granting a temporary restraining order to maintain the *status quo* pending appeal to this Court, was rendered September 19, 1925 (R. 84, 85).

The appeal from the order dismissing the bill is taken under the provisions of Urgent Deficiency Appropriations Act, October, 1913, 38 Stat. L. 219.

*U. S. vs. Illinois Central R. R. Co.*, 263 U. S. 515.  
*Central R. R. Co. of New Jersey vs. U. S.*, 257  
U. S. 247.

*St. Louis Southwestern R. R. Co. vs. U. S.*, 245  
U. S. 136.

## STATEMENT OF CASE

The Commission, by its order, required the establishment of through routes and rates on coal to points in the west on the so-called New River District basis, which will be hereinafter explained. Prior to the original order of the Commission appellant did not join in the publication of any joint rates on coal to the west. The order also made certain requirements as to rates to the east which were eliminated in the amended order.

### **History of Virginian Railway Company**

It will clarify the issues and record before the Court to describe first the location and history of Appellant's property, the rate policy under which it was developed and the economic soundness thereof—all shown by the record before the Commission.

The Virginian Railway extends from Norfolk, Va., to Deepwater, W. Va. (R. 709), and is constructed and was constructed as a low grade line to handle coal from the New River field of West Virginia to tidewater or its direct connections with carriers serving the Southeast and Northeast (R. 606). Ninety per cent of its traffic and eighty per cent of its revenue was derived (at the time of the hearing) from the bituminous coal traffic moving East (R. 617, 715). It is equipped with probably the heaviest locomotives and largest coal cars of any road in the United States, a substantial part of its coal equipment being of such size that it is not, and cannot be, handled in interchange with its connections (R. 332, 377). The prevailing and dominant trend of its traffic is eastbound, and for its long haul from

Princeton to Tidewater the ruling grade is only .2 of one per cent against the load, i. e., about 10 feet to the mile and compensated for curvature (R. 312).

Prior to the filing of the complaints with the Interstate Commerce Commission, Appellant had never held itself out to carry, and had never joined in the publication of joint rates on coal to the West (R. 320). There had never been any shipments moving to the West from local mines on its road, after the Virginian was completed to tidewater (R. 1065). There was a gateway open by which a shipment might be billed to the West on a combination rate composed of the local distance tariff rates of the Virginian and the district rate of its connections (R. 284).

The Virginian Railway was conceived and built primarily to furnish transportation from theretofore undeveloped coal fields in southern West Virginia to tidewater, though there was in contemplation from the beginning the completion by construction, or extension otherwise, of the railway to the Great Lakes and other Western outlets as and when the necessity and opportunity therefor should arise (R. 606, 607).

It was the Virginian policy to thoroughly develop the first unit or half of its projected railroad before starting the second, to render to its shippers the best possible service from the beginning, and to have the first unit contribute to the cost of the second and help carry it through the development period rather than to prolong its construction and development periods by a too ambitious program with consequent drain on the resources of its projectors, probable skimping of its equipment and other facilities, and inferior service to the shippers who had the confidence and enterprise to locate their operations on its lines, and on whose suc-

cess the success of the railway depended (R. 315, et seq.; 606, et seq.). The complainants and every other shipper locating upon its line did so with complete understanding of conditions and the expectation that the Virginian would indefinitely continue to handle only eastbound coal (R. 319). Until shortly before the institution of the first of these cases the coal shippers on the Virginian unanimously approved its policy of handling coal only to tidewater and eastern markets, and when the cases were heard a majority in number of its coal shippers, handling more than half of its coal tonnage, were still in accord with that policy and opposed to the contention of complainants herein (R. 467, et seq.).

The Virginian has been developed as conceived into a most effective agency for the transportation of coal (R. 315, et seq.). It has spent large sums of money in the construction, equipment and perfection of its transportation machine, and, with the exception of a brief war and post-war period, has rendered unsurpassed, perhaps, unequalled, service to its coal shippers, and that portion of the public whose needs it serves (R. 315, et seq.).

The record herein makes it clear that if a substantial portion of the Virginian coal tonnage is diverted from the flow of commerce which it was primarily intended to serve there will result a severe depletion of its presently sufficient car supply, a great impairment of its highly effective service to the eastern seaboard and the Southeast, serious drain upon its finances, and in general a jeopardizing of its prosperity and its life as an independent carrier (R. 324, et seq., 467, 475, 482, 489, 508, 518, 527, 581). And the record not only fails to show that the through routes and joint rates pro-

posed to be established are "necessary or desirable in the public interest," but it abundantly justifies the opinion of Commissioner Cox to the contrary.

The middle west, the territory reached by the routes ordered in the proceedings mentioned, is the most abundantly supplied with coal and hence the most highly competitive in this country. The coal producing states of the middle west themselves produce 200,000,000 tons of coal annually. They are surrounded on the East, South and West by coal producing states. And Pennsylvania, West Virginia, Kentucky and parts of Virginia and Tennessee were sending into this territory 60,000,000 tons annually at the time of the hearing before the Interstate Commerce Commission, to say nothing of coals from the other surrounding sections (R. 487 et seq.; 526 et seq.). It was conceded that coal produced on the Virginian Railroad did not supply any need in the western markets not already met by similar coal originating on other carriers publishing through rates to such markets.

### **Description of Westbound Coal Rate Adjustment**

The new River rate group on the Chesapeake & Ohio and the Pocahontas and Tug River groups on the Norfolk & Western, so far as rates to the West are concerned, form a part of a general rate adjustment on coal well known in the Commission's reports as the Crescent adjustments (R. 281) because the Inner and Outer Crescent Rate groups lie on arcs drawn about the base rate group in Ohio, known as the Hocking District. Of the Crescent groups, Pittsburgh on the North lies among the groups that are nearest to the Western markets and the rate first established there

in relation to the Hocking district has been progressively extended through Maryland, West Virginia, Virginia, Kentucky and Tennessee to other high volatile coals originating at points involving much longer hauls. The Inner and Outer Crescent rates are made differentially higher than the rates from the Hocking (Ohio) district.

The New River, Pocahontas and Tug River rate groups, all in the Outer Crescent, are among the most distant from the western markets, the mines in those groups are in the low volatile coal fields of West Virginia, a portion of which are also served by the Virginian.

The Kanawha rate district lies west of the New River district and is one of the Inner Crescent groups. One of its most easterly points (with consequently longest haul on Western coal) is Deepwater, which is also the junction at which the Virginian coals would reach the rails of the Chesapeake & Ohio on the through route which the Commission's order prescribes.

The Crescent adjustment of rates was before the Commission comprehensively in *Bituminous Coal to C. F. A. Territory*, 46 I. C. C. 66, and there the Commission said as to the inherent reasonableness thereof (p. 109):

In the light of all the evidence, the present rates from the Crescent to affected territory must, considering the circumstances and conditions of transportation and the value of the service, be regarded as below the level at which reasonable maximum rates might be fixed. The proposed increases from the Crescent would raise the average rates from the Crescent to \$1.84, yielding for the

average distance of 487 miles over all routes 3.78 mills per ton mile.

and considering the differentials of the Crescent rates over Ohio, it said (p. 122) :

Competitive conditions primarily, determined the measure of the differential between Pittsburgh and Ohio mines when it was originally fixed at 25c. As the lower districts in the Inner Crescent group were opened up and the coal they produced began to seek a market, competition caused the carriers serving them to apply the Pittsburgh basis of rates, the fundamental purpose being to put the newer districts in competition with the old; thus the Pittsburgh basis was gradually extended so that the newer districts were given the same rates as Pittsburgh to all points in central freight association territory west of the Sandusky-Galion line in practical, if not absolute, disregard of distance and all transportation conditions that ordinarily are taken into consideration in the making of rates. The West Virginia mines had not been opened up when the differential of 25c between Ohio and Pittsburgh was established. The differential was first made without regard to traffic from West Virginia and it was not foreseen that the differential would ultimately be applied as a uniform differential between the Ohio districts and such an extensive group as has resulted from the development of the mining districts in West Virginia, eastern Kentucky and Tennessee, and their inclusion in the Inner Crescent group. The differential as applied to the later developed districts of the Crescent may fairly be said, therefore, to take no account of transportation conditions or transportation costs. It was adopted by the lines serving the later developed districts of the Cres-

cent to meet commercial conditions and to put those coals in competition with Ohio coals and the coals from the northern part of the Crescent.

The low level and competitive character of the rates from the Crescent districts to the West have been uniformly recognized by the Commission in a long line of cases.

*Boileau vs. P. & L. E. R. R. Co.*, 22 I. C. C. 640;  
24 I. C. C. 129.

*Investigation and Suspension Docket 26 to 26 C.*,  
22 I. C. C. 604.

*Pittsburgh Vein Operators of Ohio vs. Penna.*  
*Co.*, 24 I. C. C. 280.

*San Toy Coal Co. vs. A. C. & Y. Ry. Co.*, 34  
I. C. C. 93.

*Ohio-Michigan Coal Cases*, 80 I. C. C. 663.

*Lake Cargo Coal Rates*, 1925, 101 I. C. C. 513.

They are again described in the case here under attack, after all increases therein had been allowed (R. 57):

The comprehensive rate adjustment from the Inner and Outer Crescent groups to central territory is the outcome of competitive strain and stress through long periods of development. Whether commercial or carrier competition was the predominating factor can hardly be determined. In any event, the rates applicable under this adjustment have been so uniformly related, and that relation has endured so long, that they now afford a standard of reasonableness for rates from the same producing fields. Under the circumstances of this case relative reasonableness, rather than intrinsic reasonableness, becomes the important thing to be considered, and other criteria, such as ton mile earnings, fall into the background.

The Virginian having developed an efficient transportation machine to carry the coals of its shippers to markets in the East, amply sufficient to absorb all the coal mined in the district which it serves for years to come, felt that its rate policy, in avoiding participation in such a competitive rate structure to the West and in failing to offer to its coal shippers inducements to enter into a market so abundantly supplied and so highly competitive as the Western market, was fully justified so long as it avoided discrimination among the mines served by it. It is confidently asserted that the policy in this regard is justified by the language of this Court in *United States vs. Illinois C. R. Co.*, 263 U. S. 515, where it was said at page 522:

A carrier is entitled to initiate rates, and in this connection to adopt such policy of rate making as to it seems wise.

and more particularly at page 524:

To bring a difference in rates within the prohibition of Section 3, it must be shown that the discrimination practiced is unjust when measured by the transportation standard. In other words, the difference in rates cannot be held illegal unless it is shown that it is not justified by the costs of the respective services, by their values, or by other transportation conditions.

#### **Evidence Concerning the Reasonableness of the Rates from Virginian Mines**

The only evidence of the unreasonableness of the rates on coal to the West from Virginian mines that was placed before the Commission consisted of com-

parison of mileages to western destinations from such mines with those from mines in the Inner and Outer Crescents, including points on branch lines of the Chesapeake & Ohio and short lines connecting therewith as well as the Crescent rates from the Pocahontas and Tug River groups on the Norfolk & Western and on the Carolina, Clinchfield & Ohio (R. 241 to 329).

On the other hand the Appellant placed in evidence in justification of its rate policy facts showing:

1. That distance alone considered, the mines of the Virginian Railway are at a disadvantage of approximately 23 miles over the average from the New River group on the Chesapeake & Ohio and 64.7 miles greater than the longest haul from the Chesapeake & Ohio's Kanawha group (R. 667).

2. That the route of movement over the Virginian involves loaded hauls over very steep grades on its line between Mullens and Deepwater, including pusher service over three mountain divides so far separated that a separate pusher service must be maintained over each of said grades (R. 335, 739 [Ex. 23]).

3. That the grades on the Chesapeake & Ohio branch lines, while equaling or exceeding in severity the grades on the main line of the Virginian, are for the most part with the load, not against it as would be the case on Virginian traffic (R. 822).

4. That the extension of group rates to points on the Virginian will deplete the car supply of both carriers to the injury of shippers on both lines, including complainants (R. 467, 475, 482, 489, 508, 518, 527, 581).

5. That the cost of service on the Virginian line to the junction will be several fold higher than on any short line in the cases cited by the Commission (R. 390 et seq).

6. That large capital expenditures will be necessary to afford an efficient interchange and to strengthen the Virginian's line in order to carry the coal that it is estimated would move over the through rates prescribed (R. 334 et seq).

Much of this evidence is omitted from the report of the Commission, but it is submitted that these facts demonstrate conclusively that the operating conditions and cost of handling coal from the Virginian mines are wholly different and much more costly than are encountered by the Chesapeake & Ohio in moving coal either from its branch lines or from its short line connections from which it publishes the New River District basis of rates.

### **Evidence in Justification of Trackage Arrangements**

The evidence of the appellant, giving the history of the trackage arrangements referred to and the practices under them, is shown at pages 405 to 421 of the Record, and no statement of it appears in either report of the Commission. The contracts under which the arrangements are entered into are filed as Exhibits 35 and 37 (R. 760, 797).

Certain mines served by the Virginian have always had direct connection with the Chesapeake & Ohio as well. Under trackage agreements between the Chesapeake & Ohio and the Virginian shown fully and referred to in the record, the Virginian has had for a long time the right to serve over the Chesapeake & Ohio tracks certain mines having connections only with those tracks and the Chesapeake & Ohio has had for a like time corresponding right to serve certain mines

on the Virginian tracks having connection only with those tracks.

As a matter of convenient practice and economy it has been the custom for one carrier to switch the cars of both to and from these mines reached by both by reason of trackage agreements, but each carrier reserves its right to give direct service as and when it shall so elect.

The mines enjoying service by both carriers, whether through direct connections as aforesaid or by reason of the trackage agreements aforesaid, are known as "joint mines" in contra-distinction to the mines on the two railroads mentioned which enjoy only the service of the railroad on which they are located, which are known as "local mines."

The joint mines have shipped to the western markets by way of the Chesapeake & Ohio as the originating carrier which publishes group rates to the west from these mines and all others on its line in the New River District (R. 156,702).

The joint mines have shipped to the east by either road as might be dictated from time to time by convenience or preference (R. 151, et seq).

The Virginian prior to the bringing of this suit had published no through rates on coal to western destinations, and neither the Virginian or the C. & O. publishes through rates by way of the line of the other to eastern destinations (R. 265, 320, 401).

Similar trackage arrangements have been approved by the Commission in

*Ridge Coal Mining Co. vs. M. P. R. R. Co.*, 62  
I. C. C. 259.

*Dering Mines Co. vs. Director General*, 62 I. C. C. 265.

*Benton Coal Mining Co. vs. C. B. & Q. R. R. Co.*, 63 I. C. C. 396.

and those cases have been followed by the Commission in considering the trackage contracts here involved in two decisions rendered since the decision herein:

*Winding Gulf Colliery Co. vs. C. & O.* 115 I. C. C. 113.

*Ragland Coal Co. vs. The Virginian Ry.* 115 I. C. C. 147.

### **Complaints Before Commission**

By its original bill of complaint in this proceeding, the Virginian Railway Company, Appellant here, sought to set aside and annul an order of the Interstate Commerce Commission, entered March 10, 1925, in proceedings before it brought by the Wyoming Coal Company and Gulf Coal Company, respectively, against Appellant, the originating carrier, and its connections, I. C. C. Dockets Nos. 14454 and 13832, the decision wherein appears in the published reports of the Commission at 96 I. C. C., 359, and by Exhibit attached to the bill.

The complaints in these cases before the Commission, alleged that the mines of complainants, which were local mines on Appellant's lines, were:

1. Prejudiced because of certain trackage and operating contracts between the Appellant and Chesapeake & Ohio Railway Company under which certain competing mines received the benefit of (a) joint service of these carriers and (b) through rates east and west on the Chesapeake & Ohio's New River District basis.

2. Prejudiced because geographically contiguous mines on the Chesapeake & Ohio and Norfolk & Western Railroads and certain railroads and branch lines connecting therewith received the benefit of the district rates of these carriers to the West while complainants were compelled to pay combination rates consisting of the Virginian's mileage distance rates to the junction with the Chesapeake & Ohio and the district rates beyond.

3. Charged unreasonable through rates because of said combination rate basis, but no allegation was made that either factor of such combination rate was unreasonable.

In its original report in the cases involved herein (96 I. C. C. 359), (R. 18), the Commission (p. 361), (R. 21-22), expressly refused to pass upon the question of the alleged prejudice resulting from the trackage agreements, the first of the issues above stated.

In the original report the Commission likewise failed to consider or make any finding with respect of the reasonableness *per se* of the combination rates, and the same is true of the amended report hereinafter mentioned.

Upon the second of the issues mentioned, the Commission found (96 I. C. C. 365), (R. 27), that "no sufficient reason from an operating standpoint appears why the mines of the Virginian should be kept on a different rate footing from mines on the branch lines of the Chesapeake & Ohio or independent short lines within the district," and (p. 368 R. 30), that "the rates on coal in car loads from complainants' mines on the Virginian to interstate destinations enumerated in the tariffs referred to in Appendix B of the Complaint will be for the future unreasonable and unduly prejudicial

to the extent that they may exceed the rates contemporaneously maintained from main and branch line points on the Chesapeake & Ohio in the New River District."

The original order of the Commission following the lines of the original report (R. p. 35-6) was as follows:

"These cases being at issue upon complaints and answers on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and said division having, on the date hereof, made and filed a report containing its findings of fact and conclusions thereon, which said report is hereby referred to and made a part hereof:

It is ordered, that the above-named defendants, according as they participate in the transportation, be, and they are hereby, notified and required to cease and desist, on or before May 20, 1925, and thereafter to abstain from publishing, demanding or collecting rates for the transportation of coal, in car loads, from the above named complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devils Fork, Corinne, and Fireco, W. Va. (all mines local to the Virginian Railway and served exclusively by it), to interstate destinations enumerated in the tariffs referred to in Appendix B of the Complaint in No. 14454 (the destinations being those on the C. & O. and its connections East and West to which the New River District rates of that carrier were published from mines on its line and on short lines dependent upon it for car supply), which exceeds the rates prescribed in the next succeeding paragraph hereof.

It is further ordered, that said defendants, according as they participate in the transportation, be, and they are hereby, notified and required to establish, on or before May 20, 1925, upon notice to this Commission and to the general public by

not less than 30 days' filing and posting in the manner prescribed in Section 6 of the Interstate Commerce Act, and thereafter to maintain and apply to the transportation of coal, in carloads, from said complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devils Fork, Corinne and Fireco, W. Va., to destinations enumerated in the tariffs referred to in Appendix B of the complaint in No. 14454 rates which shall not exceed the rates contemporaneously maintained on line traffic from points on the main and branch lines of the defendant The Chesapeake & Ohio Railway Company in the New River District to the same destinations (East and West).

And it is further ordered, that this order shall continue in force until the further order of the commission." (Explanatory words in parentheses ours.)

The order failed to specify any routes whereby the joint rates ordered should be established and so was open to the construction that such joint rates should be established by all possible lines of the defendants in the proceeding, e. g., rates to the west by both the Chesapeake & Ohio and Norfolk & Western railways.

In addition to rates to the west, the order also required joint rates to eastern destinations in Maryland and the District of Columbia reached by the Baltimore & Ohio and its connections, such destinations being covered by Chesapeake & Ohio tariff I. C. C. No. 9368.

The Virginian filed its petition for leave to reargue the cases before the whole commission and for the postponement of the effective date of the order to permit such reargument (R. 980), which petition was refused (R. 1007). Thereupon it filed its application for the postponement of the effective date of the order to

enable an application for an injunction to be made, which was likewise refused (R. 1026).

Shortly after the date of the Commission's order an agreement was reached between the Virginian and the Norfolk & Western Railway Company for a lease of the line of the former by the latter, and at or before the institution of this suit to enjoin the order of the Interstate Commerce Commission in the said proceedings, and largely because of the agreement upon said lease, the Virginian and Norfolk & Western Railway Company agreed to publish, and applied to the Commission for leave to publish on one day's notice, joint through rates from all mines on the Virginian to all points in the west covered by tariffs of the Norfolk & Western Railway and its connections, which include on a rate parity substantially all points reached by the Chesapeake & Ohio tariffs mentioned in the Commission's order, except points local to the Chesapeake & Ohio; so far as shippers were concerned the omissions were more than made up by the fact that the N. & W. tariffs covered points local to the N. & W. and a few points on connections not reached by the C. & O. on a parity of rates (R. 1024). The application for short-time permission within which to publish the N. & W. tariffs was granted and through rates on the district basis were thereupon published from Virginian mines via the Norfolk & Western and have ever since been operative (R. 1026, 1058 et seq.).

The Virginian also filed an application with the Commission for leave to publish on one day's notice joint through rates to the destinations in Maryland and the District of Columbia covered by C. & O. tariff No. 9368 by way of the Southern Railway, with which the Virginian connects at Alta Vista, Virginia, which route

would give the Virginian a haul greatly in excess of any haul it could have on coal moving to such destinations by way of the C. & O. or N. & W.

Upon the determination to establish joint rates to the west by way of the N. & W., the Virginian again petitioned the Commission, setting forth the proposed lease and declaring the intention to establish joint rates to the west by way of the N. & W. and praying that the said proceedings might be reopened, the effective date of the order postponed, and the order set aside or so modified as to permit satisfaction thereof by the establishment of joint rates by way of the N. & W. This petition was likewise refused (R. 1024).

Thereupon the Virginian filed its original bill in this cause, attacking and seeking to enjoin the enforcement of said order upon grounds which will be more fully discussed hereinafter, averring *inter alia* (section XIII of bill) that the Commission construed, erroneously as complainant averred, its order as requiring joint through rates to the west both by the N. & W. and the Virginian and joint through rates to destinations in the District of Columbia and Maryland by way of the C. & O. and N. & W. as well as by way of the Southern Railway.

The bill also challenged the right of the Commission to enter the order without a finding that the through routes, joint classifications and joint rates ordered were deemed by it to be "necessary or desirable in the public interest" and called attention to the fact that this question had been expressly excluded from consideration in the report of the Commission (96 I. C. C. 362) (R. 22).

The bill also challenged the right of the Commission to base its order upon alleged prejudice resulting from

rates, to which the Virginian was not a party, established by other carriers from mines on the lines of such other carriers, covering transportation in which the Virginian did not participate.

The bill also challenged the right of the Commission to find unreasonable, under Section I of the Interstate Commerce Act, rates upon a mere comparison with other rates which were affirmatively shown to be unreasonably low.

The original bill was filed on May 15, 1925, and on May 19th the Commission filed an amended report and entered an amended order in the two proceedings before it.

The amended report left unchanged the declaration of the Commission that it had given no consideration to the question whether joint rates to the west would be in the public interest (98 I. C. C. 491) (R. 51). It changed the ninth paragraph of the original report (96 I. C. C. 361) (R. 21), (98 I. C. C. 490) (R. 50), by adding a statement that from the junction of the C. & O. and Virginian railways at Deepwater, the C. & O. and Kanawha District rates to western destinations applied and ranged from 10 to 25 cents less than the New River District rates.

It changed the tenth paragraph of the original report (96 I. C. C. 361) (R. 21), (98 I. C. C. 490) (R. 50), by making slight changes in the verbiage, including the substitution of "operating arrangements" for "track-age rights" in the twelfth line, and by omitting at the end of the paragraph the declaration of the original report that "our findings will make it unnecessary to pass upon that issue."

The amended report also changed the twenty-first

paragraph of the original report by inserting the words italicized in the quotation which follows (96 I. C. C. 365) (R. 27), (98 I. C. C. 495) (R. 55):

“No sufficient reason from an operating standpoint appears why the mines on the Virginian *discriminated against as aforesaid* should be kept on a different rate footing from *other mines on the Virginian* or on the branch lines of the C. & O. or on independent short lines within the district.”

The amended report revised the last paragraph of the original report so as to read as follows (R. 57, 58):

“We find that the rates on coal, in carloads, from complainants’ mines on the Virginian to interstate destinations on the lines of defendants and named or designated in the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B of the complaint, will be for the future unreasonable and unduly prejudicial to the extent that they may exceed the *district rates on like traffic maintained by defendants from mines in the New River districts of the C. & O. and Virginian and the Pocahontas and Tug River districts of the Norfolk & Western, these districts forming part of which is generally referred to as the Outer Crescent.*”

C. & O. tariff I. C. C. 9368 is the tariff covering the destinations in Maryland and the District of Columbia above referred to and the italicized quotation was substituted for the following language of the original report: “The rates contemporaneously maintained from main and branch line points on the C. & O. in the New River District.” (R. 30.)

The amendments in the order (R. page 64-5), consisted of a recitation of the filing of the amended re-

port, the substitution of June 25th for May 20th as the effective date of the order, the exception of the destinations named in C. & O. tariff 9368, from the effect of the order, and substantially the same changes in the language of the order as were made in the language of the last paragraph of the amended report as above stated.

The Virginian Railway had no New River District rates westbound and the Norfolk & Western Railway Company's Tug River and Pocahontas Districts were brought in issue before the Commission only under the charge of discrimination and prejudice, which issue by its amended order the Commission eliminated.

Upon the filing by the Commission of its amended report and order, the Virginian filed its amended bill of complaint in this cause, showing the filing of the amended report and order, the changes made thereby in the original report and order, the establishment by the Virginian of through routes and joint rates on coal shipped in carloads by way of Alta Vista to the points in Maryland and the District of Columbia above referred to, and by way of Matoaka and the N. & W. Railway to all western destinations on or reached by way of the N. & W. Railway and its connections, and (because of the changes in the 10th and last paragraphs of the amended report) setting forth in detail the facts in respect of the trackage agreements, as hereinbefore set forth, and praying that the enforcement of the said amended order of May 19, 1925, should be enjoined.

The United States and the Interstate Commerce Commission filed separate answers and each answer answered both the original and amended bills. It should be noted that the answer of the Commission, by failure to deny the allegations of paragraph XIII of

the original bill, admitted that it construed the order of the Commission as requiring rates to western destinations to be established by both the N. & W. and the C. & O. railways.

It is the belief of Counsel for the Appellant that this case presents a rare instance of the Commission's undertaking, after the filing of a bill for an injunction against its order, to amend the order and to support the amended order by an amended report. And it is to be noted that two successive applications had been made to the Commission, one for re-argument and the other for reopening and rehearing the case, both of which were overruled before the bill was filed.

#### ASSIGNMENTS OF ERROR

The following assignments of error (R. 1079) will be relied on by Appellant.

That the District Court erred:

I. In dismissing the bill of complaint on the merits.

II. In refusing to enjoin the enforcement of the order of the Interstate Commerce Commission as prayed by complainant.

III. In failing to find that the order of the Interstate Commerce Commission was not supported by evidence.

IV. In failing to find that the Interstate Commerce Commission in making its order herein involved had acted without authority of law (in that the said Commission refused to find preliminarily whether or not the establishment of through routes and joint rates on coal to the West from Virginian Railway mines was in the public interest).

V. In failing to find that the Interstate Commerce

Commission acted arbitrarily in its failure and refusal to give consideration to the testimony of record before it tending to show that said establishment of through routes and joint rates was necessary or desirable in the public interest.

VI. In failing to find that the Interstate Commerce Commission erred in its finding that the rates on coal to the West from Virginian mines were prejudicial.

VII. In failing to find that the Interstate Commerce Commission erred in ordering the establishment of through routes and rates on coal to the West on the basis of the New River District rates maintained by the Chesapeake & Ohio Railway Company from mines on its line.

VIII. In failing to find that the Interstate Commerce Commission acted arbitrarily and without authority of law in finding unreasonable rates on coal from Virginian mines to the West that exceed the New River district basis of rates as applied by the Chesapeake & Ohio Railway Company from mines on its line.

IX. In failing to find that the Interstate Commerce Commission acted arbitrarily and without authority of law in establishing rates as reasonable rates within the meaning of Section 1 of the Interstate Commerce Act without giving consideration to testimony bearing upon the cost of service, the measure of the aforesaid district rates or other transportation conditions which affect the reasonableness of the rate.

X. In failing to find that the Interstate Commerce Commission in making its order and amended order in *Wyoming Coal Company et al. vs. Virginian Railway Company*, Docket No. 14454, and *Gulf Coal Company et al. vs. Virginian Railway Company et al.*, Docket No.

13832, exceeded its statutory authority and acted so arbitrarily as to render its order null and void.

## ARGUMENT

### Summary

I. The failure of the Commission to find supporting facts in either its original or amended reports, and the ignoring by the Commission of facts established by the evidence in the case, forbid the Commission's conclusion that discrimination or prejudice within the inhibition of the Interstate Commerce Act has been practiced by Appellant. (Assignments of Error Nos. I, II, III, VI, X.) And since its action in this case the Commission has considered in identical cases the trackage agreements and operating arrangements attacked in the two proceedings here involved, and has found that they did not result in discrimination or prejudice.

II. The Commission is without power to order the establishment of through routes and rates without first finding that the establishment of such rates and routes will be in the public interest. The Commission avowedly did not consider the evidence or make any finding in this regard, and the facts found by the Commission, together with those of record before the Commission and not disclosed by its report, preclude any finding that the through routes and rates will be in the public interest (Assignments of Error Nos. I, II, III, IV, V, VI, X.).

III. The evidence before the Commission does not support its findings that the rates on coal to the west from Virginian mines via the Chesapeake & Ohio are

unreasonable to the extent that they exceed the New River District rates maintained by the Chesapeake & Ohio from mines on its own main and branch lines and connecting lines having no other outlet to the markets (Assignments of Error Nos. I, II, III, VI, VII, VIII, IX, X).

IV. The action of the Commission in ordering Chesapeake & Ohio New River District rates applied for joint application from Virginian mines is arbitrary, not in the public interest, and not supported by evidence sufficient to justify a finding that the rates applied from such mines are either unreasonable or unduly prejudicial (Assignments of Error Nos. I to X, inclusive).

V. (a) Rates to the west on the New River District level to substantially all of the destinations mentioned in the Commission's order from Virginian mines via the Norfolk & Western Railway Company established within the effective date of the order of the Commission constitute compliance with the order of the Commission and, therefore, the order should be set aside in so far as it requires through rates to be established via the Chesapeake & Ohio (Assignments of Error Nos. I, II, X).

(b) To permit the Commission's order requiring rates to the west to be established by way of the Chesapeake & Ohio as well as the Norfolk & Western would make an especially preferred class of the Virginian coal shippers resulting in discrimination in their favor and prejudice against the Norfolk & Western and Chesapeake & Ohio coal shippers more flagrant than the alleged discrimination against the Virginian local mine

shippers complained of in the proceedings before the Commission here involved.

VI. The issuance of the order requiring the maintenance of the status quo pending the appeal was clearly within the powers of the court below.

## I

The failure of the Commission to find supporting facts in either its original or amended reports, and the ignoring by the Commission of facts established by the evidence in the case, forbid the Commission's conclusion that discrimination or prejudice within the inhibition of the Interstate Commerce Act has been practiced by Appellant. And since its action in this case the Commission has considered in identical cases the track-age agreements and operating arrangements attacked in the two proceedings here involved, and has found that they did not result in discrimination or prejudice.

Section 3, paragraph 1 of the Interstate Commerce Act (Act of February 4, 1887, 24 Stat. 379) provides:

Sec. 3. (1) That it shall be unlawful for any common carrier subject to the provisions of this Act to make or give any undue or unreasonable preference or advantage to any particular person, company, firm, corporation, or locality, or any particular description of traffic, in any respect whatsoever, or to subject any particular person, company, firm, corporation, or locality, or any particular description of traffic, to any undue or unreasonable prejudice or disadvantage in any respect whatsoever.

### (a) Trackage Contracts

It is not necessary to burden the Court with a prolonged discussion of the operation of the railroad of the Appellant under the trackage contracts referred to further than to say that they were entered into to bring an increased tonnage to Appellant and to avoid duplication of railroad construction and operation in a highly competitive field (R. 315 et seq.). The facts with regard to the contract and the operation under them were placed fully and comprehensively of record before the Commission, as hereinbefore summarized (*infra* 12). In its original report the Commission dismissed this issue and the voluminous record upon it in these words (R. 21-2):

Complainants allege that this results in undue prejudice to mines on the Virginian not so served but our findings will make it unnecessary to pass upon that issue.

If it considered this issue in reaching a conclusion of undue prejudice practiced by Appellant, it was the duty of the Commission to make a report in writing with respect thereto. Sec. 14, par. (1), Interstate Commerce Act (Act of Feb. 4, 1887, as amended; 24 Stat. 379; 41 Stat. 456) provides as follows:

Sec. 14. (1) That whenever an investigation shall be made by said Commission, it shall be its duty to make a report in writing in respect thereto, which shall state the conclusions of the Commission, together with its decision, order, or requirement in the premises; \* \* \*

The Commission may not arbitrarily make a finding of undue discrimination or prejudice and base an order thereon without disclosing to the carrier and the Courts the evidence upon which it was based and, acting upon this axiom of law, the original report of the Commission frankly stated that it had not considered the evidence on this phase of the case and made no report of such evidence.

But when Appellant filed its bill in the District Court seeking to set aside the order, the Commission apparently appreciated that no facts whatever were shown in its report justifying a finding with respect to undue prejudice and it thereupon amended its report by eliminating from the paragraph quoted the phrase "but our findings will make it unnecessary to pass upon that issue." No facts were stated or could indeed have been found in the record that would have supported a finding of undue prejudice against the complainants by reason of the trackage contracts.

But the Commission made another important amendment of its original report and order in that it eliminated any requirement that the Eastbound rate basis from Complainants' mines be in any way changed. The charge of prejudice resulting from these trackage contracts was made as well to the Eastbound adjustment as to the Westbound; there are no facts in the record that differentiate one from the other, and the elimination of the Eastbound rates from the order confirms conclusively the statement in the original report of the Commission that it had not considered the charge

of prejudice arising from the trackage contracts in reaching its conclusion.

The Commission, in its amended report, also inserted in the following sentence of its finding of discrimination, the language which is underscored.

No sufficient reason from an operating standpoint appears why the mines on the Virginian discriminated against as aforesaid should be kept on a different rate footing from *other mines on the Virginian or on the branch lines of the C. & O. or on independent short lines within the district.*

As we shall presently show, Appellant cannot be held responsible for the alleged discrimination in favor of the joint mines on its line and the C. & O. which is claimed to exist by reason of the application by the C. & O., as originating carrier, of the New River district rates to the West from these mines. The attention of this Court, however, is called to the attempt of the Commission to change the findings made by it, after the filing of the bill in this case. It is earnestly urged that this Court should not countenance such an effort, made without hearing and without evidence before the Commission to warrant the change. If the record was not sufficient to justify such a finding when the original report was rendered, the change is not supported by any evidence, and is therefore invalid.

But if there were any doubt about the fact that this charge of prejudice was not proved or considered by the Commission in reaching its conclusion regarding the westbound rates in this case, that doubt is entirely cleared by two decisions of the Commission recently made in which the same issue was raised on behalf of other mines located on the same Winding Gulf Branch

of Appellant with the mines of complainants in these cases. *Winding Gulf Colliery Co. vs. C. & O. Ry. Co.*, 115 I. C. C. 113; *Ragland Coal Co. vs. Virginian Ry Co.*, 115 I. C. C. 147.

In both of these cases the same trackage contracts were attacked under the charge that they resulted in undue prejudice to the mines of complainants there and others similarly circumstanced. The same contracts and operating arrangements that are involved in the instant case were fully analyzed in the unanimous report of the Division of the Commission in these cases and the complaints were dismissed.

Insofar, therefore, as the charge of prejudice in the present case is based on the trackage agreements and operating contracts between Appellant and the Chesapeake & Ohio, it has been found by the Commission to be unfounded.

Furthermore, if the Commission's finding of undue prejudice in this case were based upon the trackage contracts, the Appellant is entitled, as of right, to an alternative order under which it might cancel the trackage contracts and thus relieve itself of the charge of discrimination without incurring the ruinous penalty of establishing Western rates via the Chesapeake & Ohio.

The Commission can not accomplish by indirection that which it could do by a direct order addressed to the specific finding of prejudice if such were found to exist. If undue prejudice were found to exist in the advantages accruing to the joint mines under the trackage contracts, the Commission might have ordered its removal by an alternative order; it might have ordered the extension of the practices under the trackage contracts to complainants' mines if it found also under

Section 1 that it would be reasonable so to do; it might even have ordered the removal of the prejudice by the establishment of the district rates from complainants' mines if it also found under Section I that such rates would be intrinsically reasonable under the ordinary transportation standards; but unless there were a specific and legally sufficient finding of reasonableness under Section I the Commission is without power to order a prejudice, found under Section III, to be removed in any particular manner. The Commission's findings under Section I, as will abundantly appear, are not supported by evidence and are legally insufficient. It follows that its order, even if based on a sufficient finding of prejudice, is arbitrary and destructive of Appellant's rights. (*Central R. R. of New Jersey vs. United States*, 257 U. S. 247, 257, 258.)

**(b) Prejudice Due to Rates Published by the Chesapeake & Ohio and Norfolk & Western Railways**

But another charge of prejudice is laid in the complaints in these cases before the Commission based on the proposition that the Chesapeake & Ohio and Norfolk & Western maintain rates on a group basis, the level of which is admittedly abnormally low. The Virginian Railway having no line of its own to the West had declined to publish these competitive rates from mines on its line. The complainants before the Commission assert that this results in undue prejudice.

The testimony before the Commission in this regard is elaborately discussed in its report, but this discrimination is not found by the Commission to be undue for it avoids any finding with regard to it. Indeed, Appellant could not be held to have violated Sec-

tion 3 of the Interstate Commerce Act because of any unduly low rates published by its connections, which prejudice it could only remove by participating in unremunerative rates. If it could be so charged its right to initiate its rate policy would be without substance. *U. S. vs. Illinois C. R. Co., supra*. If it may not initiate its own rate policy, in the absence of a discrimination of its own making, then its independence of action does not exist. As this Court said in *Central Railroad Co. of New Jersey vs. United States*, 257 U. S., 247, 259:

If this were not so, the legality or illegality of a carrier's practice would depend, not on its own act, but on the acts of its connecting carriers. If that rule should prevail, only uniformity in local privileges and practices, or the cancellation of all joint rates, could afford to carriers the assurance that they were not in some way violating the provisions of Section 3. What Congress sought to prevent by that section, as originally enacted, was not differences between localities in transportation rates, facilities, and privileges, but unjust discrimination between them by the same carrier or carriers. Neither the Transportation Act, 1920, February 28, 1920, chap. 91, 41 Stat. at L. 456, nor any earlier amendatory legislation, has changed, in this respect, the purpose or scope of Section 3.

And again (p. 256):

But the question presented here is whether the discrimination found can be held in law to be attributable to the appellants, and whether they can be required to cancel existing joint rates unless it is removed. No finding made by the Commission can prevent the review of such questions.

See also *Philadelphia & R. R. Co. vs. United States*, 240 U. S., 334.

**(c) Prejudice Found by Commission Not Chargeable to Appellant**

The finding of prejudice in the Commission's report is couched in the following language (R. 55):

Whatever may have been the policy of the C. & O. in respect of the extension of its district rates to mines on other lines within the New River district, the fact remains, that, with the exception of the mines on the Virginian, all mines on other lines connecting with the C. & O. now enjoy the district rates. The C. & O. through its witness states that it does not oppose the extension of district rates to mines on the Virginian. Counsel for the Virginian admits that complainants' mines cannot compete with other mines in the district on account of the "impossible" rates. No sufficient reason from an operating standpoint appears why the mines on the Virginian discriminated against as aforesaid should be kept on a different rate footing from *other mines on the Virginian* or on the branch lines of the C. & O. or on independent short lines within the district. Under the circumstances it must be and is concluded that the prejudice against complainants' mines is undue within the meaning of the act. (Italics ours.)

The only language in this finding that refers to anything done or omitted by the Appellant that might seem to charge it with discrimination or prejudice is found in the clause "should be kept on a different rate footing from other mines on the Virginian." The language underscored in the finding of discrimination was inserted by the Commission into its amended report after the filing of the bill in this case.

The record shows that no district rates to the West

on coal are published by the Appellant or were participated in by it, at the time of the original decision, from any mines on its line (R. 320). Some mines on the Virginian are reached also by the C. & O. under the trackage agreements referred to and that carrier publishes rates to the West from such mines on the district basis showing the same in its tariffs as mines on its line (R. 702), and properly, without showing the Virginian as a participating carrier. That the Virginian has not been shown to be guilty of any undue prejudice on account of the trackage contracts we have previously shown and the Commission has expressly so found in the *Winding Gulf Colliery* and *Ragland* cases, *supra*.

It thus appears that the only undue prejudice found to exist with respect to complainants' rates lies in the practice of the Chesapeake & Ohio in extending its district rates to mines on its branch lines and on independent short lines connecting with it in the field. That the Chesapeake & Ohio did not oppose the establishment of the district rates to the West is far from an admission by that carrier that the discrimination practiced by it is undue. This proposition will be later discussed after we have dealt with the short-line rates relied upon by the Commission.

So far as the extension of the district rates to short lines is concerned, that policy is one that has been dictated by the Commission in the line of cases cited in its report, but not cited, be it noted, as bearing on the question of prejudice and no one of them rests upon that principle. All of these cases to which reference is made are based on the right of a carrier to maintain a group basis of rates and arbitrarily exclude therefrom points on connecting lines from which the cost of operation is no greater than the cost on the average from the

points on the originating carrier. The principle in those cases is affirmed by this Court in the *Illinois Central Case*, *supra*, which we again quote for convenience at this point because it so clearly states the proposition:

(263 U. S. 522.)

A carrier is entitled to initiate rates, and in this connection to adopt such policy of rate making as to it seems wise.

And, more particularly, at p. 524:

To bring a difference in rates within the prohibition of Section 3, it must be shown that the discrimination practiced is unjust when measured by the transportation standard. In other words, the difference in rates cannot be held illegal unless it is shown that it is not justified by the costs of the respective services, by their values, or by other transportation conditions.

It is to be noted that the opposition that was raised by the short line in that case to the inclusion of short-line points in the blanket went only to the question of the division of the rate, and in the separate case filed by the short line the only additional fact considered was that the joint rate to the short-line points had no points of distinction from the other joint rates that were included within the blanket territory. In that case the Commission's discrimination order requiring the extension of the blanket rate was sustained by this Court because, and only because, the transportation conditions applying to the movement from points on the originating carrier did not differ from the trans-

portation conditions obtaining elsewhere in the blanket sufficiently to justify the difference in rates, short line and trunk lines having joined in establishing through routes and joint rates and divisions of the rates.

As hereinbefore set out, the operating conditions are wholly different and involve greater cost in the case of the Virginian mines than in the case of the mines on the C. O. and its branches within the New River District.

The short line cases cited in the report are clearly distinguishable. In all but one of the cases cited by the Commission wherein it has extended the district rates of the Chesapeake & Ohio to mines on short independent connections, it has done so only upon a demonstration of each of the following facts:

1. The independent short line had outlet to the market only over the Chesapeake & Ohio (R. 282).
2. The average service from mines on the Chesapeake & Ohio in the district was as great or greater than the combined service of the short line and the Chesapeake & Ohio on traffic from mines on the short line.
3. The independent short lines advocated the rate policy of thus spreading the district rate.
4. The interchange operation was simple.

McKell Coal & Coke Co. vs. C. & O. Ry. Co., 78 I. C. C., 227.

Coal from Sewell Valley R. R. Stations, 58 I. C. C., 261.

Campbell's Creek Coal Co. vs. A. A. R. R. Co., 33 I. C. C., 558.

Hughes Creek Coal Co. vs. K. & M. Ry. Co., 29 I. C. C., 671.

Coal from W. Va. Mines, 59 I. C. C., 486.

Consolidation Coal Co. vs. C. & O. Ry. Co., 60 I. C. C., 763.

Riverside Coal Co. vs. Director General, 68 I. C. C., 205.

In none of these cases did the Commission find an undue prejudice or discrimination against the mines on the short lines by reason of the higher rates maintained from their mines which was ordered removed by the establishment of the district rates from the complaining mines, unless upon an accompanying finding that the rates were unreasonable under Section 1 of the Interstate Commerce Act based on the ordinary and usual transportation standards, such as length of haul, expense of interchange service, grades encountered, and other considerations based on the cost of service.

Each of the cases cited above was decided upon the particular facts thereof, and in none was the district rates extended to points on connecting lines unless it were shown that the same would be reasonable as compared with the points within the group on the defendant's lines. When we discuss later herein the reasonableness of the rates here in issue we shall show that all of these cases are distinguishable under the circumstances and conditions under which the proposed through routes are to be operated.

The only short line case cited by the Commission that was decided on findings and facts that in any way resemble the instant case was *Nelson Fuel Co. vs. C. & O. Ry Co.* That case was originally decided by the Commission on findings similar to those set out above. The report appears at 83 I. C. C. 737. Later the case was reopened on the motion of the Chesapeake & Ohio

and elaborate proof was offered to show that the operating conditions and costs were substantially different from the average of the group. The Commission found, 96 I. C. C. 124, that the differentiating conditions there shown were not sufficient to justify the higher rates. The case has since been again reopened but has not been again decided. The Court will note that the costs of operation on the short lines there involved exceeded the average from the group by only a fractional part of the excess that is demonstrated by undisputed testimony in the instant case and furthermore that the mines on the short lines had no other outlet to markets than that provided by the route over the C. & O.

The instant case is clearly distinguishable from the Paducah Case, *St. Louis S. W. R. R. Co. vs. United States*, 245 U. S., 136.

There the order was sustained because:

1. The appellant participated in through routes and rates to Paducah, as well as to the preferred point—Cairo.
2. The through route prescribed was found reasonable based on ordinary transportation standards of measurement.
3. The discrimination there found was held to be attributable to appellants.
4. No question of public interest was raised.

The *Paducah* and *Illinois Central Cases*, *supra*, both were cases in which the rate-making line participated in the discrimination practiced and controlled it. In both of those cases the difference in rates was not justified by a difference in transportation conditions or transportation costs. In both of those cases through routes and rates existed and traffic moved under them.

In neither of those cases was there any showing that the public interest was opposed to the establishment of the through routes and rates involved.

The record before the Commission, and even its report, meagre as it is in discussion of these differentiating facts, fully demonstrated that this case is distinguishable upon each of the grounds stated from the *Paducah* and *Illinois Central* cases.

The attitude of the Chesapeake & Ohio in not opposing the establishment of its district rates from Virginian mines as stated in the report of the Commission, is opposed to its attitude in contesting the extension of rates to short lines within the district. And the statement of the Chesapeake & Ohio in this regard as made by its witness (R. 423-4) is not quite accurately reflected in the report of the Commission. The witness recites certain facts showing to some extent the difference in conditions that would prevail on Virginian traffic as compared with its short-line connections, and says (R. 424):

Fourth, we feel that this case should be decided upon the pertinent facts and circumstances which go to show whether such a through route should be established and, if so, what is a reasonable rate.

In other words, it would have been more accurate had the Commission stated that the defense of the case was left by the Chesapeake & Ohio to the Virginian. The Chesapeake & Ohio merely clarifies the issue and leaves the complainant to its proof. After the decision of the Commission, as shown on the record in the District Court, the Chesapeake & Ohio, so far from acquiescing in the rate basis prescribed, limited its con-

currences in tariff publications and failed to negotiate divisions of the rates prescribed (R. 1063 et seq.).

But the attitude of the Chesapeake & Ohio towards the establishment of the rates here prescribed is immaterial. The Commission may not compel this Appellant on the discrimination issue to join in rates by a finding that is confined to elements of discrimination contained in the practices of the Chesapeake & Ohio.

The same legal principles applied by this Court in the *Central R. R. of New Jersey case*, *supra*, apply with equal force to any attempted action by the Commission to force either the Chesapeake & Ohio or the Virginian to publish rates from complainants' mines on the district basis based on a finding of discrimination against complainants in favor of the mines on the Chesapeake & Ohio. Neither the one nor the other can be held guilty of discriminating. The Virginian does not participate in the preferential rate structure in any form and the Chesapeake & Ohio cannot be held guilty of discriminating against local mines on the Virginian nor can it publish rates from those mines on the district basis in the absence of acquiescence from the Appellant.

The Appellant has never participated in through routes or rates to the West on coal. As stated by counsel, quoted in the report of the Commission (R. 320, 321):

The coal rates to the west over the Virginian line as they now exist, are rates that reach every station including the junction points of Pemberton and Deepwater, but are made on the Virginian Railway's local distance tariffs. They are not merely unreasonable rates—I will say, frankly, to

your Honor that they are impossible rates. We hope they will remain so, and we believe we are going to show your Honor and the Commission, through you, why these rates should not be touched.

For one thing, to handle any substantial amount of coal to the west over the Virginian Railway means the building of new yards with presumably interchange facilities involving very considerable expense, and very considerable additional expense must be incurred in such improvement as can be made to the present main line tracks. The handling of this coal to the west will be expensive as compared with handling the same amount of tonnage eastbound.

This means that a considerable amount of a very considerable expenditure will ultimately be wasted, because eventually when the Virginian reaches the western markets, which it undoubtedly, I think, will do some day, any outlet by way of Deepwater will be discarded and the outlet will be down Coal River from the point or near the point where the Virginian now crosses the Surveyor's Fork of Coal River.

As I was saying, your Honor, it seems clear to us that a very large part of the money that would have to be spent to handle any substantial amount of western business would be an expenditure for temporary purposes only, and therefore ultimately—and I hope not before very long; I mean, as such things go in the railway world—ultimately to be wasted. This means the diversion of money in capital expenditures if we make this temporary expenditure, or in increased operating cost if we attempt to handle additional tonnage over a track that is poorly adapted to the purpose. We think that the Virginian could expend in other directions that much with more advantage to itself and we

think with much more advantage to its shippers than an expenditure made in aid of western outlet for Virginian coal.

This was made in the opening statement and before testimony was introduced. It was made as background for the defenses that were subsequently presented, i. e., (a) a lack of a public interest in the establishment of through routes and rates to the West from the Virginian mines; and (b) the different and more expensive operating conditions from Virginian mines than from mines in the Chesapeake & Ohio blanket. This statement will be again discussed in connection with the reasonableness of the rates prescribed by the Commission. It is referred to here as indicating that, under the rate policy of Appellant, no through routes or joint rates on coal to the West existed from Virginian mines, such as were involved in the *Paducah* and *Illinois Central* cases, *supra*, and no traffic had moved to the West on the combination rates at the time the record was made before the Commission.

While the case was there pending, one of the complainants moved some coal under the combination rates and has filed complaint asking the Commission to award reparation on such shipments. Unless the Commission shall reverse its decision in the *Ragland* and *Winding Gulf* cases, *supra*, it will find upon that complaint that the combination rates in the past were not unreasonable. It is admitted by complainants that no through rates to the West will carry any coal from the Virginian mines in normal times that are in any degree in excess of the district rate.

The Commission is without power to order the establishment of through routes and rates without first finding that the establishment of such rates and routes will be in the public interest. The Commission avowedly did not consider the evidence or make any finding in this regard, and the facts found by the Commission, together with those of record before the Commission and not disclosed by its report, preclude any finding that the through routes and rates will be in the public interest.

That there are no present through routes or joint rates on coal from Virginian mines to destinations via, on, or over the Chesapeake & Ohio is sufficiently evidenced by the facts introduced before the District Court showing the method under which the coal has been handled during the pendency of this proceeding from a mine of one of the complainants before the Commission to points of destination reached by the Chesapeake & Ohio. These shipments were handled on local billing of the Virginian to Pemberton from which point they are waybilled anew by the Chesapeake & Ohio as though originating at Pemberton (Rec. p. 1063).

What constitute through routes and rates were fully discussed by the Commission in the case *Through Routes and Through Rates*, 12 I. C. C., 163, wherein it was held that a through route and rate might exist only if there were some arrangement or agreement, express or implied, between the carriers for the handling of the traffic, and under which traffic moved.

The words "Through route and joint rate" as used in the Interstate Commerce Act are given a technical legal meaning as defined in *Through Routes and*

*Through Rates, supra.* When no such route exists as so defined, the Commission is given power to establish through routes and joint rates under paragraph (3) of Section 15 of the Interstate Commerce Act, and not elsewhere. It is by that provision of law given authority to establish such routes and rates only upon a specific finding that the establishment thereof is necessary or desirable in the public interest.

Paragraphs (3) and (4), Section 15 of the Interstate Commerce Act (Act of February 4, 1887, as amended, 24 Stat. 379; 34 Stat. 838; 36 Stat. 539; 41 Stat. 456) read as follows:

(3) The Commission may, and it shall whenever deemed by it to be necessary or desirable in the public interest, after full hearing upon complaint or upon its own initiative without a complaint, establish through routes, joint classifications, and joint rates, fares, or charges, applicable to the transportation of passengers or property, or the maxima or minima, or maxima and minima, to be charged (or, in the case of a through route where one of the carriers is a water line, the maximum rates, fares, and charges applicable thereto), and the divisions of such rates, fares, or charges as hereinafter provided, and the terms and conditions under which such through routes shall be operated; and this provision, except as herein otherwise provided, shall apply when one of the carriers is a water line. The Commission shall not, however, establish any through route, classification, or practice, or any rate, fare, or charge, between street electric passenger railways not engaged in the general business of transporting freight in addition to their passenger and express business, and railroads of a different character; nor shall the Commission have the right to establish any route,

classification, or practice, or any rate, fare, or charge when the transportation is wholly by water, and any transportation by water affected by this Act shall be subject to the laws and regulations applicable to transportation by water.

(4) In establishing any such through route the Commission shall not (except as provided in Section 3, and except where one of the carriers is a water line), require any carrier by railroad, without its consent, to embrace in such route substantially less than the entire length of its railroad and of any intermediate railroad operated in conjunction and under a common management or control therewith, which lies between the termini of such proposed through route, unless such inclusion of lines would make the through route unreasonably long as compared with another practicable through route which could otherwise be established: *Provided*, That in time of shortage of equipment, congestion of traffic, or other emergency declared by the Commission it may (either upon complaint or upon its own initiative without complaint, at once, if it so orders without answer or other formal pleadings by the interested carrier or carriers, and with or without notice, hearing, or the making or filing of a report, according as the Commission may determine) establish temporarily such through routes as in its opinion are necessary or desirable in the public interest.

The decision of this Court in the *Paducah Case*, *supra*, did not change the technical definition of a through route and joint rate from that of the Commission in *Through Routes and Through Rates*, *supra*, cited with approval in the *Paducah Case*.

The Appellant contends that a case justifying the Commission in establishing through routes and joint rates was not made before the Commission; on the con-

trary, the cases fall within the inhibition of the paragraph quoted, which authorizes the establishment of such routes and rates only when the Commission shall first find such routes and rates "necessary or desirable in the public interest." The majority report avowedly excludes from its consideration the fundamental question of the public interest. The facts of record before the Commission are conclusive upon the proposition that the establishment of such routes and rates is against the public interest.

The record shows that the establishment of the district rates to the West in connection with the Chesapeake & Ohio will:

1. Impair the capacity of the Virginian adequately to serve its Eastern seaboard markets and delay the completion of its program as an effective Eastbound carrier (R. 467, 475, 482, 489, 508, 518, 527, 581).

2. Deplete the car supply of the Virginian and create a wasteful use of equipment to the damage of complainants and other operators, out of all proportion to any occasional benefit to be had from the markets in the West (R. 467, 475, 482, 489, 508, 518, 527, 581).

3. Overload the Chesapeake & Ohio and unduly impair its revenues, its car supply and its service to the damage of its own patrons (R. 467, et seq.).

4. Create an extravagant and wasteful transportation service against the public interest (R. 467 et seq.).

And

5. Require large capital investment in improvements and facilities that will ultimately be discarded when the Virginian shall be built to the West or consolidated with any other Westbound system (R. 336, 740).

These are all questions that weigh heavily against

the public interest in the establishment of these Western coal rates. The Commission frankly admits that it has not considered this evidence. It said (R. 51):

“Much evidence was introduced to show the advantages or disadvantages which would result to complainants, to interveners, and to defendants from opening the western markets to complainants’ mines and as to whether such action would be in the public interest. Irrespective of these considerations complainants are entitled to move their coal to any market at reasonable and nonprejudicial rates. We have repeatedly condemned the action of carriers in adjusting rates so as to impede or stifle the movement of commodities in any given direction. *Cardiff Coal Co. vs. C. M. & St. P. Ry. Co.*, 13 I. C. C., 460; *Star Grain & Lumber Co. vs. A. T. & S. F. Ry. Co.*, 14 I. C. C., 364; *Chamber of Commerce of Milwaukee vs. C. R. I. & P. Ry. Co.*, 15 I. C. C., 460; *Wichita Board of Trade vs. A. T. & S. F. Ry. Co.*, 25 I. C. C., 625; *Rates on Plaster and Gypsum Rock*, 27 I. C. C., 67; *Coal from West Virginia Mines*, 59 I. C. C., 486. Complainants’ right and defendants’ duty in this respect are not affected by the fact that the Virginian was constructed, and has been and is being improved, with a view to moving coal eastbound only. *Hughes Creek Coal Co. vs. K. & M. Ry. Co.*, 29 I. C. C., 671; *Coal From West Virginia Mines*, *supra*.”

The enlarged powers given to the Commission in the Transportation Act, 1920, so far as they relate to the circumstances of this case, may be said to have stated the policy of Congress in the public interest so as to:

1. Fix a rule of rate-making that will foster transportation.

2. Prevent carriers from participating in unremunerative rates by the minimum rate powers.

3. Prevent the building of unnecessary mileage.

4. Prevent the issuance of securities for unnecessary and improvident construction and enlargement of facilities and equipment.

5. Prevent the wasteful use of equipment.

The rate policy of the Virginian, which the Commission's order annuls, anticipated these policies of Congress as the sound economic formula under which the Virginian might develop its service in its own interest and in the interest of those it served.

Testimony was introduced showing that Western rates via the Chesapeake & Ohio would increase its transportation costs both East and West and delay and impede the perfection of its eastbound machine; that the trackage contracts and operating arrangements under them served to minimize the building and operation of unnecessary mileage; that the spreading of the unduly low rates of the C. & O. to cover the large assembling costs in the coal field of the Appellant would seriously impair the service to its shippers and the investment made in the Eastbound machine; that the service to the West involved serious draining of car supply and a wasteful use of cars in that for every car moved West two cars might move to the East; that the enlargement of the interchange and increase of facilities to effectively handle Westbound movement via the Chesapeake & Ohio would involve a capital cost of at least \$1,500,000 that would be of absolutely no value when the Appellant shall finally build its own line to

the West by another and more economical route or when it shall have been consolidated with some other line.

All these questions of public interest the Commission states it has not considered, but that *regardless of such matters* "these complainants are entitled to reasonable and nondiscriminatory rates."

Even in a case where it is shown that the difference in rates is not warranted by difference in transportation costs and conditions, it is doubtful whether such showing would outweigh the public interest as above defined. But certainly under the circumstances of this case, the Commission is without power to disregard these public considerations.

The question of public interest in the establishment of through routes and rates is a matter of primary consideration and first importance, and the Commission has heretofore so held uniformly. In *Tidewater Paper Mills Co. vs. B. T. R. R. Co.*, 80 I. C. C., 493, 497, the Commission said:

\* \* \* the general provision of paragraph (4), Section 1, that the carriers shall establish through routes and reasonable rates applicable thereto is subordinate to the specific provision of Section 15 for the establishment of through routes and joint rates.

And again:

that certain of the carriers were participants in joint rates on wood pulp from other points to Fresh Pond Junction, Harlem River, and Brooklyn does not prove that the combination rates were unreasonable.

The principles there announced have been followed by the Commission in other cases, *Hood Coal Co. vs. M. V. T. Co.*, 73 I. C. C., 54; *National Fireproofing Co. vs. Director General*, 62 I. C. C., 49; *Tobacco from Ohio River Crossings*, 73 I. C. C., 384, and are thus discussed in the dissenting opinion of Commissioner Cox in the present case, which is here for convenience set out (R. 59).

The findings of the majority will compel the Virginian to meet by joint rates the westbound New River district rates of the Chesapeake & Ohio. The majority find that, irrespective of considerations of public interest, complainants are entitled to move their coal to any market at reasonable and nonprejudicial rates. They further find that under the circumstances of this case relative reasonableness rather than intrinsic reasonableness, becomes the important thing to be considered and other criteria fall into the background. I agree that complainants are entitled to reasonable and nonprejudicial rates, but I do not believe that under the circumstances and conditions surrounding this traffic the failure to extend the highly competitive New River basis to mines served exclusively by the Virginian is either unreasonable or unduly prejudicial. Rates like the Outer Crescent group rates on coal made in practical disregard of distance and other transportation conditions that ordinarily enter into the making of rates are, I believe, justified only on the ground of public interest. In my opinion the extension of the group rates to the Virginian mines is not necessary or desirable in the public interest.

The Virginian begins immediately west of the boundary line of the New River district and extends eastward to tidewater. It was built and developed to haul coal eastward, particularly to tide-

water. Its maximum haul in that direction is about 450 miles. Its construction cost was high but seems to be justified because for about 340 miles the maximum grade is only two-tenths of one per cent. The majority of the Virginian's 9,500 coal cars remain under its control and are returned to the mines in from 10 to 16 days. In short, on eastbound coal the Virginian is in a position to render maximum efficient service at rates not excessive. Ordinarily it has been efficient in service and its rate from the New River district to tidewater, 444 miles, is \$2.52 per long ton. On westbound coal the average haul would be but 64.7 miles, mainly expensive assembling service, and this haul is 22 miles greater than the average distance from the Chesapeake & Ohio mines to the same point.

The Chesapeake & Ohio is differently situated. It extends through the New River and other coal districts and with its own or affiliated lines it reaches such important gateways and points as Cincinnati, Louisville, Chicago, Toledo and Washington. Its lines are normal routes for both eastbound and westbound coal and to practically all of official territory it secures a very substantial line haul. The extent and direction of its lines naturally make it one of the main factors in the westbound movement of coal under the highly competitive Crescent adjustment of rates.

In determining whether joint rates are necessary or desirable in the public interest we must consider the interests of the consuming public, the shippers and the carriers. I am unable to see that the consuming public in general will be benefited. Any movement to the west will divert a corresponding amount from a normal efficient route to the east, and the tonnage westbound would merely displace other coal more naturally tributary to those markets and be insufficient in volume to affect

prices. The shippers on the Virginian would have additional markets but it is difficult to understand why they should be more desirable or advantageous under ordinary circumstances than the present markets. Whatever advantage there might be in such additional markets to certain shippers appears to me to be neutralized to the disadvantage of both consumers and shippers in the less efficient service which the Virginian would render with its present facilities. Every car of coal moved westward would be equivalent to removing at least two and one-half similar cars from the eastbound service. In practice, if not in theory, a trunk line carrier originating a substantial volume of coal supplies the cars. In his separate expression in *Ohio-Michigan Coal Cases*, 80 I. C. C., 663, in which I joined Commissioner Potter said:

Additional transportation can be obtained only by increased facilities or the increased use of existing facilities. Increased facilities involve large expenditures and their use involves increased expense for handling and because of congestion, etc. Increased efficiency without increased equipment is the primary need. Increased efficiency in the use of equipment can be accomplished by making the equipment handle more tons per unit of time—day, month or year.

To move 2,000,000 tons of coal westbound the Virginian claims that 5000 additional cars costing \$15,000,000 would be required. Whatever the expense, I question whether it would not be largely wastage if the equipment is to be devoted to uneconomical long-haul service not more necessary than that asked in this complaint. The Virginian would be compelled to rearrange its tracks within the district at considerable expense to accommodate the western

movement; a cross-current of traffic would be created which would increase assembling costs on all its coal, and on a substantial volume of tonnage it would be deprived of the line haul whereby it earns the funds necessary to maintain its present efficiency. In so far as the Chesapeake & Ohio is concerned, west of Huntington that defendant already moves, according to the testimony of one of its witnesses, its trains as close together as safety will permit. I am unable to agree that rates from mines on the Virginian in the New River District are unreasonable and unduly prejudicial to the extent that they exceed rates from mines on the Chesapeake & Ohio within that district.

In the cases cited by the majority report of the Commission in condemnation of the Virginian's rate policy the question of public interest is considered and discussed and in none of them is any carrier compelled to extend blanket or district rates to points on the line of another carrier where the operating conditions and costs are greater from the connecting carrier's line than from the average of the group that is ordered extended. *Cardiff Coal Co. v. C., M. & St. P. Ry. Co. et al.*, 13 I. C. C., 460, and *Star Grain & Lumber Co. v. A., T. & S. F. Ry. Co.*, 14 I. C. C., 364, both were cases where the line-haul carrier sought arbitrarily to cancel joint rates in order to protect itself and the shippers on its own line against the competition of off-line shippers; in each the principal defendant was participating in rates to the markets which complainants sought to reach, which rates would be in all respects reasonable from the shipping points of complainants measured by any ordinary test of reasonable rates; and, furthermore, in each the principal defendants were line-haul

carriers, and the complaining shippers had no other outlet for their wares. In this respect these two cases have many points in common with the short line cases referred to by the Commission in another part of the report and heretofore referred to.

In *Chamber of Commerce of Milwaukee v. C. R. I. & P. Ry. Co.*, 15 I. C. C., 460, the Commission said:

The rate must be reasonable with respect to the service actually performed.

In *Rates on Plaster and Gypsum Rock*, 27 I. C. C., 67, 70, the Commission said:

The chief respondent admits that its purpose in taking steps to withdraw the present through rates was a purely selfish one, and it has not even attempted to show the reasonableness of the higher charges that it proposes to exact on this traffic.

All these cases differ fundamentally from the instant case in which the Virginian contends, and its contention was supported at the hearing by a majority in number and volume of its coal shippers, that its refusal to enter into through routes and joint rates to the west is in the interest of its coal shippers, including the complainants before the Commission, and the rest of the public, as well as itself, and it does not participate in a single rate which the Commission used in its comparisons on the question of discrimination and prejudice.

### III

The evidence before the Commission does not support its findings that the rates on coal to the west from

Virginian mines via the Chesapeake & Ohio are unreasonable to the extent that they exceed the New River District rates maintained by the Chesapeake & Ohio from mines on its own main and branch lines and connecting lines having no other outlet to the markets.

The question of the reasonableness of the rates involved in these proceedings may be narrowed to these propositions:

Can the Commission prescribe as reasonable maximum rates group rates established by carriers other than Appellant, for application from lines of Appellant, from more distant points, under difficult operating conditions, on a mere finding of relative unreasonableness? Can the Commission prescribe under Section I of the Act rates which are declared by the Commission in the case under review to have been "the outcome of competitive strain and stress through a long period of development," and in other cases, to have been made "in practical, if not absolute disregard of distance, and all transportation conditions that ordinarily are taken into consideration in the making of rates" (*Bituminous Coal to C. F. A. Territory, supra*), and which rates are "maintained under" such a "highly competitive adjustment" that they "could hardly be considered as standards of reasonableness for rates maintained under other conditions" (*Carnegie Steel Co. vs. Pennsylvania Railroad Company*, 100 I. C. C., 353-6)?

Paragraphs (4) and (5) of Section I of the Interstate Commerce Act (Act of February 4, 1887, as amended, 24 Stat. 379, 34 Stat. 838, 36 Stat. 539, 41 Stat. 456) read as follows:

Sec. 1. . . . .

(4) It shall be the duty of every common car-

rier subject to this Act engaged in the transportation of passengers or property to provide and furnish such transportation upon reasonable request therefor, and to establish through routes and just and reasonable rates, fares, and charges applicable thereto, and to provide reasonable facilities for operating through routes and to make reasonable rules and regulations with respect to the operation of through routes, and providing for reasonable compensation to those entitled thereto; and in case of joint rates, fares, or charges, to establish just, reasonable, and equitable divisions thereof as between the carriers subject to this Act participating therein which shall not unduly prefer or prejudice any of such participating carriers.

(5) All charges made for any service rendered or to be rendered in the transportation of passengers or property or in the transmission of intelligence by wire or wireless as aforesaid, or in connection therewith, shall be just and reasonable, and every unjust and unreasonable charge for such service or any part thereof is prohibited and declared to be unlawful: *Provided*, That messages by wire or wireless subject to the provisions of this Act may be classified into day, night, repeated, unrepeatd, letter, commercial, press, Government, and such other classes as are just and reasonable, and different rates may be charged for the different classes of messages: *And provided further*, That nothing in this Act shall be construed to prevent telephone, telegraph, and cable companies from entering into contracts with common carriers for the exchange of services.

The powers of the Commission with regard to rates is not absolute. They are thus defined by the Commission in its decision in *Investigation and Suspension*

*Dockets* 26 to 26C, 22 I. C. C., 604, 624, quoted with approval by the Commission in *Bituminous Coal to C. F. A. Territory*, 46 I. C. C., 66, 112.

We may not say that a rate shall be fixed so as to meet the requirements or needs of any body of shippers in their efforts to reach a given market, nor may we establish rates upon any articles so low that they will not return out-of-pocket costs. Neither could we fix an entire schedule of rates which would yield an inadequate return upon the fair value of the property used in the service given. There is, however, a zone within which we may properly exercise "the flexible limit of judgment which belongs to the power to fix rates." These are the words of the Chief Justice of the Supreme Court, 206 U. S. 26. There is no flexible limit of judgment if all rates must be upon a level of cost, and out of every dollar paid to the carrier must come a fixed amount of return for capital invested. The recognition of such a doctrine has never been suggested either by Congress or the Supreme Court. *A just and reasonable rate must be one which respects alike the carrier's deserts and the character of the traffic. It cannot be a rate that takes from the carrier a profit and thus favors the shipper at the carrier's expense, nor is it one which compels the shipper to yield for transportation given a sum disproportionate either to the service given by the carrier or to the service rendered to the shipper. The words "just and reasonable" imply the application of good judgment and fairness, of common sense and a sense of justice to a given condition of facts. They are not fixed, unalterable, mathematical terms. Their meaning implies the exercise of judgment, and against the improper exercise of that judgment the Constitution gives protection, at least as far as the carriers are concerned. (Italics ours.)*

The exercise of the powers of the Commission under the conditions above named is further limited by the rule laid down by this Court that the findings of the Commission must be supported by evidence.

While a finding of fact made by the Commission concerning a matter within the scope of the authority delegated to it is binding and may not be reexamined by the courts, it is undoubted that when it is contended that an order whose enforcement is resisted was rendered without any evidence whatever to support it, the consideration of such a question involves not an issue of fact, but one of law, which it is the duty of the courts to examine and decide. *I. C. C. vs. L. & N. R. R. Co.*, 227 U. S., 88, 91, 92. (*Florida East Coast Railway Co. vs. United States*, 234 U. S., 167, 185.)

That an order of the Commission unsupported by substantial evidence or contrary thereto, or arbitrary is void, is well settled by many decisions of this Court.

*Florida East Coast Ry. Co. vs. United States*,  
*supra*.

*Central R. R. Co. of New Jersey vs. United States*, 257 U. S., 247, 256-7.

*Philadelphia & Reading Ry. Co. vs. United States*, 240 U. S., 334.

*Interstate Commerce Commission vs. L. & N. R. R. Co.*, 227 U. S., 88, 91.

*Interstate Commerce Commission vs. Union Pacific R. R. Co.*, 222 U. S., 541, 547.

*United States vs. Louisville & N. R. R. Co.*, 235 U. S., 314, 320.

*Western Paper Makers Chem. Co. vs. U. S.*, 70 L. ed. (Adv. 504).

The low and competitive nature and character of the

rates herein prescribed is discussed under the description of the Westbound rates, *supra*, and will not be repeated.

The only testimony introduced of record in this case by the complainants in these proceedings is general testimony describing the rate adjustment which is described by the Commission in *Bituminous Coal to C. F. A. Territory, supra*, and exhibits showing the average mileage from Virginian mines to Western points; the purpose of this testimony apparently being to show merely that the rate is unreasonable because, while the average distance from Virginian mines was over 22 miles greater than the average from the Chesapeake & Ohio New River group (R. 654), that considering the Norfolk & Western and Carolina, Clinchfield & Ohio Railway mines, the average distance from Virginian mines was less than the average from all of these groups. The description of these rates by the Commission in *Carnegie Steel Co. vs. Pennsylvania R. R. Co., supra*, that they could "hardly be considered as standards of reasonableness for rates maintained under other conditions" must be borne in mind as well as the testimony of the witness introducing the exhibits and testifying as to the reasonableness of the rates. He testified (R. 268) that "none of these rates from this entire section to what is known as the Outer Crescent were predicated upon transportation conditions. They were largely fixed disregarding the distance conditions."

The Commission in its decision apparently recognizes the inherent reasonableness of the combination rates under attack, in the absence of any attack on the factors thereof, or on the through rate, and states in the decision (R. 57, 58):

Under the circumstances of this case, relative reasonableness rather than intrinsic reasonableness, becomes the important thing to be considered, and other criteria, such as ton-mile earnings, fall into the background. In *Corporation Commission of Virginia vs. C. & O. Ry. Co.*, 40 I. C. C., 24, 28, we said:

It is true that in determining the reasonableness of rates, due consideration of their relation to other rates of the various carriers serving the same or competing localities should be given. *In other words, section 1 of the act contemplates that rates to be just and reasonable must be relatively fair as between localities similarly situated, as well as reasonable per se.* (Italics ours.)

The deficiency in the finding in the instant case lies in the fact that the Commission did not make a finding that the rates prescribed were *reasonable per se*.

The Commission has, as above indicated, attempted to make in this case a finding that the rates assailed are *relatively unreasonable*. It is the contention of Appellant that the Commission is without power, under the guise of such an attempted finding, to disregard the usual criteria of unreasonableness.

At the outset it should be noticed that throughout the record it is made very clear that the unreasonableness of which the complainants complain is "relative unreasonableness" as distinguished from "intrinsic" or "*per se* unreasonableness," the idea apparently being that a state of facts may be shown which would justify a finding of relative unreasonableness but would not justify a finding of unreasonableness *per se*. We have made use of the term "relative unreasonableness" in other cases. It is well known that substantially all of our findings of unreasonableness are, and must of

necessity be, based to a great extent upon a measuring and weighing of the rates attacked with other rates which appear to afford a proper basis of comparison, so that, generally speaking, when we find a rate unreasonable, it is in effect, on account of the method by which our conclusion must be reached, a finding that the rate is unreasonable by comparison or relatively. In arriving at such a conclusion we must, of course, be convinced that the rates cited by way of comparison are properly comparable and that, when given the weight to which they are entitled they sufficiently indicate that the level of the rates attacked is too high. This question calls for the exercise of our judgment upon the particular facts presented. The mere fact that a rate under attack appears to be out of line with a few other rates to which it is closely related does not ordinarily afford a basis for finding the rate attacked unreasonable. Such a showing may as well indicate that the comparative rates are too low as that the rate assailed is too high, and the correction of such a maladjustment properly might be made under section 3 of the act but not under section 1. (*Lackawanna Steel Co. vs. Director General*, 87 I. C. C., 383, 384.)

Nor can the Commission disregard the rule that there must be evidence of similarity of conditions under the rates offered for comparative purposes.

Further rate comparisons are made by complainant intended to show lower ton-mile earnings received by various carriers for the transportation of coal from and to points in other sections of the Rocky Mountain territory than are received by defendants under the rate here involved; but these comparisons are not accompanied by evidence as to whether the transportation conditions

are similar or otherwise. In the absence of such evidence they furnish little or no aid in the solution of the question before us. (*R. R. Commissioners of Montana vs. D. & R. G. R. R. Co.*, 27 I. C. C., 522, 524-5.)

Under the undisputed testimony in this case the transportation conditions under the attacked rates are entirely different from those under the rates offered for comparative purposes. As shall presently be shown, the transportation conditions on the lines of Appellant for the movement in question are difficult and the costs are such that the rates offered for comparative purposes are of no value. Furthermore, the only rates in evidence before the Commission upon which it bases its finding of "relative unreasonableness," as has been shown have been uniformly characterized by the Commission as less than reasonable maximum rates for the service there involved.

It is the contention of the Appellant that the Commission has not only failed to make the findings necessary to support a finding of unreasonableness under Section 1 of the Act, but that if the findings had been made on the record in the instant case they would be invalid since they would be arbitrary and without evidence to support them.

Nowhere in the report of the Commission in this case is there a finding that the combination rate, composed of the local rates of the Virginian and the district rate of its connections, is unreasonable *per se*. The ton-mile earnings under the combination rate, according to the table quoted on page 56 of the record herein, range from 6.1 to 8.4 mills per ton-mile, while under the proposed rate, using the route via Pemberton, the earnings range from 5.4 to 6 mills per ton-mile. The Com-

mission could not legally fix the route via Pemberton, or prescribe the rate via such route for this traffic in connection with the Chesapeake & Ohio, since to do so would short haul the Virginian contrary to the provisions of paragraph 4 of Section 15 of the Act. The only route and rate that the Commission could prescribe would be via Deepwater.

Having no power to fix rates via Pemberton, or any other junction than Deepwater, the Commission must determine before establishing any rate, that the rate so specified is a reasonable maximum rate to apply over the specified route through Deepwater.

The Commission having found in the cases cited that the present rates to the boundary of the Kanawha group (the connection with the Chesapeake & Ohio at Deepwater) were made "in practical if not absolute disregard of distance, and all transportation conditions that ordinarily are taken into consideration in the making of rates," it is the contention of Appellant that under the undisputed testimony in this case, an extension of these group rates with the mere addition of the arbitrary differential of the Outer Crescent over the Inner Crescent rates ranging from 15 to 20 cents, per ton, is arbitrary and without evidence to support it.

The present cost of the Virginian for handling the coal from its mines to Deepwater, including a return on investment, are set out in the report of the Commission showing that it should receive \$1.01 per ton out of the westbound rates for its part of the haul to Deepwater (R. 28). This evidence is undisputed. It is conservative, since it did not take into account the increased costs that would come to the Virginian by reason of introducing the cross current of traffic that would follow.

The undisputed testimony as to the operating conditions is that in the westbound coal movement between Elmore and Deepwater there would be five miles of 1.65 per cent grade between Hotchkiss and Jenny Gap, requiring pusher service; five miles further on, between Surveyor and Harper, six miles of 1.11 per cent grade, likewise requiring pusher service; and eleven miles further on, between Lively and Silver Gap, five and one-half miles of 1.1 per cent grade, also requiring pusher service; three pusher grades with an aggregate lift of 1,165 feet; that in six miles between Page and Deepwater there are 23 curves in excess of 10 degrees, the maximum being 16 degrees; and that it would be necessary to revise this line at an enormous expenditure of money—more than a million dollars—to make it safe for the economic operation of heavy fonnage trains (R. 335, 336, 740, 1059, Ex. 23).

Furthermore, the haul from the complainants' mines to Deepwater (practically the longest haul to the West from the C. & O. in the Kanawha group) is 72 miles. A large part of this testimony the Commission has not recited in its report, but thus summarize it (R. 53):

A witness for the Virginian testified that the main line between Mullens and Deepwater, over which complainants' coals would probably pass in westbound movement, is more difficult of operation than the line east of Mullens, but it is apparent that this difficulty is due in a greater measure to operating practices than to physical obstacles. The highest point on eastbound traffic is encountered at Clark's Gap, Va., 2,700 feet above sea level. The highest point in the westbound movement to Deepwater is 2,000 feet above sea level. One locomotive can haul some 15 to 18 loaded cars eastbound over Clark's Gap Hill. About 20 loaded

cars can be hauled over the steepest grade westbound. Much eastbound coal is handled over the stretch of track between Mullens and Deepwater, including all of that originating on the Kanawha, Glen Jean & Eastern and moving in connection with the Virginian to tidewater. The road is laid with heavy rails and kept in good repair. Complainants introduced profile maps of the branch lines of the C. & O. in the New River district to show that the grades encountered on these branches equal or exceed in severity the grades on the main line of the Virginian between Mullens and Deepwater. The record will not warrant a conclusion that the difference in operating conditions from mines to Deepwater or between the haul over the Virginian and that over the branch lines and independent short-line connections of the C. & O. is in and of itself sufficient to warrant a higher level of rates from complainants' mines. Moreover, the Virginian may, if it elects, effect interchange with the C. & O. at Pemberton and thus obviate the haul from Mullens to Deepwater.

The finding of the Commission is that the rates from Virginian mines are relatively unreasonable as compared with rates from branch lines of the C. & O. and from short lines connecting with that carrier. Its comparison of eastbound grades with those westbound have no materiality to the present issue.

There is not a syllable of testimony in the record before the Commission that tends to show that any pusher service is required from any of the branches or short lines in the C. & O. blanket and the maximum amount that the Commission has required that carrier to shrink its revenues in order to extend the district rates to the short-line points is in the case of the Greenbrier & Eastern (*Nelson Fuel Co. vs. C. & O. Ry. Co.*),

83 I. C. C., 737, reaffirmed 96 I. C. C., 124, now pending before the Commission on rehearing, where the shrinkage is a maximum of  $46\frac{1}{2}$  cents per ton, being the combined division of the Greenbrier & Eastern (15 cents per ton) and the Sewell Valley R. R. (10 per cent of the rate with a maximum of  $31\frac{1}{2}$  cents per ton).

Appellant has contended and still contends that in fixing a maximum reasonable through rate to the West from Virginian mines, admitting for the sake of the argument only that such rates should be established in the public interest, under Section 1 of the Interstate Commerce Act, and the facts here of record:

1. The C. & O. is entitled to receive its full Kanawha District rate from Deepwater, nearly, if not quite, the most easterly and longest-haul point in the group.

2. The Virginian is entitled to receive at least \$1.00 per ton in order to provide a remunerative compensation to it for the costly service and investment detailed of record (R. 575).

The resulting rates would thus be from 80 to 85 cents per ton higher than the New River District rates which the Commission has by its order prescribed. But the Commission says that this calculation ignores the fact that the C. & O. will be relieved of its costs of assembling the coal from the mines. It seems improbable that the Commission in prescribing divisions of the through rate will require the C. & O. to shrink its Kanawha district rate the full amount of its assembling costs and then haul the coal from practically the furthest point in the group (Deepwater).

A mere statement of the operating conditions and the costs of the service, coupled with the repeated findings of the Commission, and the admissions of the witness

for complainant, as to the character of the group rates sought to be established, is, we submit, sufficient to support the contention of the Appellant that there can be no evidence to support a finding of unreasonableness, but that on the contrary, under the undisputed testimony in the case, the applicable rates are not unreasonable.

To what extent, if any, the conclusion of the Commission may be based upon a misapplication of and reliance upon the statement of counsel made before testimony was introduced, having reference not at all to the question of rates, as the context shows, but quoted in the report, we cannot say, but this does not in any way relieve the Commission from the obligation of determining the issues in the case upon the facts presented by the evidence in the record.

The statement of counsel quoted at page 51 of the record is more completely set out at p. 41 *infra*.

As stated before, it was made in an opening statement before testimony was introduced, had reference to the local rates of the Virginian which are under that carrier's local distance tariffs, obviously "impossible" for use as components in joint rates from a single district, since they run from \$1.14 to \$2.52 per ton, and were made to cover sporadic movements of occasional carloads of coal. Two mines on the Virginian with a spread of \$1.38 in freight rates cannot be competitors, nor can Virginian mines with a minimum "spread" of \$1.14 compete with Chesapeake & Ohio and Norfolk and Western mines. The reference to these rates as "impossible" was in the same sense as the same were so termed by a witness or witnesses for the complainants before the Commission, and as the assertion of

counsel for such complainants that any rates from Virginian mines made arbitraries over the district rates of the Chesapeake & Ohio would, as a practical matter, move no coal in quantities to the western markets and would be just as impossible as the present local distance rates of the Virginian in the normal market.

The statement in the report (R. 55), that:

Counsel for the Virginian admits that complainants' mines cannot compete with other mines in the district on account of the "impossible" rates,

is less misleading than the use of it earlier in the report. As here used, understanding that the competition referred to is in the western market, the statement of counsel is entirely accurate, but neither the one use of the statement nor the other in the report is justification to the Commission for the finding that through rates to the West from Virginian mines in any degree higher than the district rates of the Chesapeake & Ohio are either prejudicial or unreasonable.

Certainly none of the facts introduced by the Virginian and cited by the Commission in its report support the proposition that the through rates from Virginian mines are now unreasonable considered in and of themselves.

In two of the cases relied upon by the majority of Division 3 to support its finding that the shipper is entitled to reasonable rates regardless of the public interest the Commission approved a basis of rates that was made arbitrarily higher than the group rates of the line-haul carrier:

*Wichita Board of Trade vs. A. T. & S. F. Ry. Co.*,  
25 I. C. C., 625.

*Hughes Creek Coal Co. vs. K. & M. Ry. Co.*, 29 I. C. C., 671.

The adjustment authorized in the latter case was again prescribed in *Coal from W. Va. Mines*, 59 I. C. C., 486.

Another case involving a rate structure of similar character to that here involved was *Rates from Walsenburg Coal Field*, 26 I. C. C., 85, wherein the Commission recognized the propriety of off-line rates differentially higher than the district rates of the line-haul carrier.

Nor can these cases be laid aside or explained away by the later decisions of the Commission respecting short lines connecting with the Chesapeake & Ohio in the Kanawha and New River districts. *Coal from Sewell Valley R. R. Stations*, 58 I. C. C., 261; *McKell Coal & Coke Co. vs. C. & O. Ry. Co.*, 78 I. C. C., 227.

In each of these cases the mines served by the short lines had no other outlet to market than over the Chesapeake & Ohio, but, even under such circumstances, the Commission held in each case that the Chesapeake & Ohio was under obligation to extend the district rates to such mines and participate in the division thereof *only* to the extent that the cost of the service from mine to market did not exceed that borne by the Chesapeake & Ohio on the average from the mines on its own rails in the group.

Here the situation is wholly reversed. The Virginian furnishes transportation from mine to market to the East on the district basis, and the markets in the East are shown to be adequate to absorb all of the coal produced on the Virginian. The cost of the service to the

West is shown to exceed by large amounts the costs developed on the record in these short-line cases, and inferentially, at least, in excess of the average on the Chesapeake & Ohio, particularly when the duplication of capital costs is taken into consideration.

These facts with respect to cost have been wholly misconceived by the majority of Division 3 of the Commission. They were introduced in evidence before the Commission not with a view to a present fixing of the divisions of the joint rates proposed but to demonstrate to the Commission that if and when the Chesapeake & Ohio New River district rate, including the costs of the Virginian, is spread over the mines of the Virginian, the resulting revenues would be insufficient to cover the costs of both carriers. Any division of the rates that might be prescribed would fall far short of providing adequate compensation for the service as a whole.

As hereinbefore pointed out, this evidence also completely refutes the finding of the Commission with respect to unreasonableness by demonstrating that the operating conditions from the mines of complainants are wholly different and vastly more costly than are those under the rates with which these are compared.

#### IV

**The action of the Commission in ordering Chesapeake & Ohio New River District rates applied for joint application from Virginian mines is arbitrary, not in the public interest, and not supported by evidence sufficient to justify a finding that the rates applied from such mines are either unreasonable or unduly prejudicial.**

The Commission is an administrative body of limited

jurisdiction. The Interstate Commerce Act defines its powers and duties and defines the duties and obligations of carriers which the Commission is empowered to compel.

Whenever a carrier is charged with an infraction of the law the carrier is entitled to make its defense and the Commission is required to make its report on the record before it in writing, so that the carrier may have the definite determination of the Commission on each phase of the case made. Nowhere is the wisdom of that protection contained in the written report more evident than in the case here presented.

We have shown that the Commission by its report has failed to find any discrimination or prejudice in the practices or rates of Appellant that can legally be held to violate any provisions of the Interstate Commerce Act; we have shown that the Commission has erred in its finding that the rates on coal to the west are unreasonable when considered by the ordinary transportation standards; that the Commission is without power to order the establishment of through rates merely because another carrier has established such rates; that the Commission has disregarded any consideration of the public interest in reaching its conclusion; and that in its report the Commission has misapplied some facts directed to all these questions and has failed to report many other facts tending to prove the contrary conclusion from that reached by the Commission. We shall presently show that the Commission has refused to interpret its order or reopen the case to consider new facts arisen after its decision which alter the whole controversy and constitute a compliance with the Commission's order without any impairment

of the interests of the complainants, the Appellant or the public.

The action of the Commission is thus shown by the record here to be so arbitrary as to transcend its powers.

## V

(a) Rates to the west on the New River District level to substantially all of the destinations mentioned in the Commission's order from Virginian mines via the Norfolk & Western Railway Company established within the effective date of the order of the Commission constitute compliance with the order of the Commission, and, therefore, the order should be set aside in so far as it requires through rates to be established via the Chesapeake & Ohio.

The order of the Commission should be set aside in so far as it may require the establishment of routes and rates to the west via the lines of the Chesapeake & Ohio because equivalent rates and routes have been established to substantially all destinations required by the order, but via the lines of the Norfolk & Western. These routes and rates satisfy the complaint under which the proceedings were initiated. They were established within the time prescribed by the Commission's order under circumstances and conditions detailed below, as appears by the record in the lower court and by petitions to reopen the cases before the Commission, one of which was denied before the bill herein was filed, and the other of which has not been passed upon by the Commission.

The insistence by the Commission that rates to the west be also established via the Chesapeake & Ohio is

further evidence of the arbitrary character of its action.

It should be explained that the Norfolk & Western Railway serves the coal fields contiguous to Appellant's line on the south, as does the Chesapeake & Ohio the competing fields on the north. Both of these connections have lines to the seaboard and to the west that may generally be described as parallel and competing lines east and west. They reach substantially all of the same destinations either by their own rails or through their connections. Both publish the same rates from the low volatile fields to the west and reach by their rates and routes all competitive points. Such local points on the C. & O. as are not reached by the district rates from mines on the N. & W. are offset by local destinations on the N. & W. that are not reached by the C. & O.

When considered, however, from the standpoint of the Appellant's operation of through routes to the west there are important differences between these two connections in that:

1. The connection with the Norfolk & Western is at Matoaka, which lies east of Appellant's principal assembly yard at Mullens. Therefore, the movement of western coal to this connection not only permits the assembling from the mines without introducing any cross-current of traffic, but it moves out from the yard in the same direction as the eastbound coal and permits intensive use of the new installation of electric motive power on Appellant's line (R. 1058 et seq.).

2. Matoaka is on Appellant's main line and required no substantial investment to make into an effective interchange (R. 1058 et seq.).

3. The Norfolk & Western has arranged to furnish

a substantial part of the car supply necessary to handle Appellant's coal to the west (R. 1058 et seq.).

4. The Norfolk & Western has agreed to pay divisions compensatory to Appellant.

5. Rates to the west in connection with the Norfolk & Western will foster and enlarge carrier competition in the New River field that would be entirely eliminated if the C. & O. were the only outlet west.

6. The Norfolk & Western has agreed to build a line of road to a connection with the Appellant's line at Mullens that will afford an entirely satisfactory western outlet.

7. The Norfolk & Western has leased Appellant's line, application for approval of which is now pending before the Commission.

While these cases were on hearing before the Commission, the complainant's principal witness in effect conceded that the establishment of Western rates via Matoaka and the Norfolk & Western would satisfy the complaints. His testimony in this regard will be found at page 312 of the record:

We would have no objection to that. What we want is the western market. If the Virginian and the Norfolk & Western would get together and establish joint through rates on the New River district basis via Matoaka and the Norfolk & Western and serve those through routes and give the benefit of the car supply of the Norfolk & Western and its connections, there is no objection to that. We would join you in a petition, if you want to make a petition to that effect.

While these cases were pending before the Commission negotiations looking to the lease of the Virginian's line by the Norfolk & Western were entered upon and

an agreement thereto was reached shortly after the original report of the Commission herein was announced. The lease is for 999 years and the application for its approval by the Commission is now pending. (I. C. C. Finance Docket No. 4943.)

From the discussion of the rate structure here involved as outlined on page — hereof, it is obvious that the Norfolk & Western, under a lease operation of the Virginian property, would be guilty of undue prejudice if it failed to extend the district rates to the West to the mines located on Appellant's line. Application was therefore immediately filed with the Commission requesting a reopening of these cases in the light of the new facts and the offer of these carriers to establish the district rates via Matoaka. In the alternative it was prayed that the order be amended so as to permit the substitution of the route via the Norfolk & Western for that via the C. & O. This application was denied and thereupon the rates were established via the Norfolk & Western within the time required by the order. The Commission granted the necessary tariff authorities to permit the effective publication of the rates and they went into effect. The complainants and all other shippers on the Appellant's line now have the benefit of the rates to the West that were prescribed in the order here under attack, to practically all points.

The establishment of this route and rate voluntarily by the Appellant was made at the request of its lessee upon a compensatory basis of divisions agreed to temporarily during the pendency of the application for approval of the lease; because the operation would not interfere with the effective movement of its eastbound coal; and because the lessee was in position and agreed

to furnish a share of the necessary additional car equipment. Under the circumstances outlined the establishment of the rates was a benefit to Appellant and not a hindrance and burden such as would result from a movement in connection with the Chesapeake & Ohio, as hereinbefore set out.

The establishment of the rates via the Norfolk & Western can not be taken as an admission by the Appellant that the through rate to the West is inherently reasonable, in the sense that the Commission would have power to prescribe it as a reasonable maximum through rate. From the point of view of Section 1 of the Interstate Commerce Act the district rate applied via the present route is probably as much too low as is the same rate to cover a movement via Deepwater and the C. & O.

But with a compensatory division to Appellant, taken in connection with the movement eastbound over its line and no great deletion of its car supply, Appellant has been willing to accede to the request of the Norfolk & Western in order that that line might avoid a present charge of discrimination, and establish the rate now and thus avoid the chaos to the shippers that would inevitably follow when this route should be substituted for that over the C. & O. upon the approval of the lease. Finally the Norfolk & Western probably desires to have the traffic moving over its lines now even at unremunerative rates so that the lanes of commerce in westbound coal may not be disturbed when it constructs the projected connection at Mullens over more favorable grades.

Under the law as it existed prior to 1906 the Commission would be without power to establish the rates via the Chesapeake & Ohio because a satisfactory

through route and rate already exist. When this limitation of law was removed Congress did not remove it as a proper limitation to be applied by the Commission in exercising its function of finding a through route or rate desirable in the public interest. Its action in refusing to reopen the case or amend its order in the light of the Norfolk & Western rate and route was so arbitrary as to transcend its powers.

This situation alone was sufficient to justify the Court below in setting aside the Commission's order insofar as it required the routes and rates to be established via the C. & O., or, at the least, to set aside the order pending action by the Commission upon the petition to reopen that is now before it based on these considerations and not acted upon.

**(b) To permit the Commission's order requiring rates to the west to be established by way of the Chesapeake & Ohio as well as the Norfolk & Western would make an especially preferred class of the Virginian coal shippers, resulting in discrimination in their favor and prejudice against the Norfolk & Western and Chesapeake & Ohio coal shippers more flagrant than the alleged discrimination against the Virginian local mine shippers complained of in the proceedings before the Commission here involved.**

The Commission has construed its order herein as requiring the establishment of the rates to the West via both the C. & O. and N. & W. It was so construed prior to the filing of the original bill herein, an allegation to that effect was contained in paragraph XIII of the original complaint, and there is no denial thereof by the answer of the Commission.

To give the interpretation to the order that is put upon it by the Commission would be to create a prefer-

ence in favor of the Complainants before the Commission in order to remove a doubtful preference in favor of mines served exclusively by the Chesapeake & Ohio and the Norfolk and Western respectively. The preference which would thus be given to the Complainants before the Commission would be to establish from their mines through routes and rates via two lines whereas the mines local to the Norfolk & Western and the Chesapeake and Ohio must depend respectively upon the service of those lines; in other words, whereas the Complainants alleged in their complaint to the Commission that certain mines served jointly by the Virginian and Chesapeake and Ohio, under the trackage arrangement hereinbefore discussed, had two outlets to the East and one to the West, the situation will be entirely reversed under the Commission's order in that the Complainants will have two outlets to the West as against only one for the mines served exclusively by the Chesapeake and Ohio and Norfolk and Western, respectively. Furthermore, the 45 joint mines which were particularly alleged to be preferred would, under the order of the Commission thus interpreted, have still greater preference in that these mines would have three routes to the West as against one available to the mines served exclusively by the C. & O. and N. & W., continuing at the same time to have two routes to the East as against one available to any other mine in the region. The order thus interpreted would create a greater and more real preference than the alleged one which is sought to be removed by the order.

## VI

**The Issuance of the Order Requiring the Maintenance  
of the Status Quo Pending the Appeal Was Clearly  
Within the Powers of the Court Below**

A cross-appeal has been filed herein by the United States and the Interstate Commerce Commission from that portion of the decree of the Court below, which required the maintenance of the *status quo* pending the appeal, the court being of the opinion "that irreparable damage will result to the Complainant pending such appeal if this decree shall be reversed on appeal" (R. p. 85).

The portion of the final decree complained of is as follows (R. 85):

"2. The Complainant indicating an intention to appeal from this decree, and the Court being of opinion from all the evidence in the case that irreparable damage will result to the Complainant pending such appeal if this decree shall be reversed on appeal, it is further ordered that the United States of America, the Interstate Commerce Commission and The Chesapeake and Ohio Railway Company be temporarily restrained from making effective the order of the Interstate Commerce Commission mentioned in the Bill of Complaint and the Amended Bill in this case, viz, orders entered on March 10, 1925, and an amended or revised order entered on May 19, 1925, in two proceedings then pending before said Commission, viz, Gulf Coal Company et al. vs. Virginian Railway Company et al., I. C. C. Docket No. 13832 and Wyoming Coal Company et al. vs. Virginian Railway Company et al., I. C. C. Docket No. 14454,

pending the perfecting of such appeal by the Complainant to the Supreme Court of the United States within thirty days from this date, and upon the perfecting of such appeal thereafter until the determination of the same by said Supreme Court, unless such restraining order shall be sooner set aside by said Supreme Court."

The power to issue an order preserving the *status quo* pending appeal, has been exercised by this Court in these cases in which orders of the Interstate Commerce Commission were involved. (*Omaha & Council Bluffs Street Railway Co. vs. Interstate Commerce Commission*, 222 U. S., 582, and *United States vs. Merchants & M. Traffic Asso.*, 242 U. S., 178). In the last cited case no mention of the issuance of the order is made in the decision, but an examination of the record will indicate that such an order was issued by Mr. Justice McKenna, on the application of the United States, after the lower court had enjoined the order of the Interstate Commerce Commission, and had refused to issue the requested order.

In *Central Railroad Co. of New Jersey vs. U. S.*, 257 U. S., 247, the district court, as here, dismissed the bill on the merits but granted the injunction pending appeal, and no question was raised in this Court by either the Commission or the United States against the power of the court.

The power to issue the order is clearly granted by Section 262 of the Judicial Code, which is as follows (36 Stat. 1162):

The Supreme Court and the district courts shall have power to issue writs of scire facias. The Supreme Court, the Circuit Court of Appeals and

the District courts shall have power to issue all writs not specifically provided for by statute, which may be necessary for the exercise of their respective jurisdictions, and agreeable to the usages and principles of law.

The application of this section to a case identical in all respects to the instant case is passed on by this Court in its order in *Omaha & Council Bluffs case*, *supra*:

*Per Curiam:* Upon the authority of U. S. Rev. Stat. Sec. 716, U. S. Comp. Stat. 1901, p. 580; *Ex parte Milwaukee & M. R. Co.*, 5 Wall, 188; *Leonard vs. Ozark Land Co.*, 115 U. S., 465, 468; *Re Claasen*, 140 U. S., 200, 207; *Re McKenzie*, 180 U. S., 536, 549; *United States vs. Shipp*, 203 U. S., 563, and upon full consideration of the facts bearing upon the propriety of the Appellant's motion for an order to maintain the *status quo* pending this appeal, it is ordered that the enforcement of the order of the Interstate Commerce Commission entered November 27, 1909, and drawn in question in this case, be, and it is suspended and enjoined during the pendency of this appeal, upon condition that within ten days herefrom the Appellants execute unto the Interstate Commerce Commission and file in this cause a good and sufficient bond in the sum of \$10,000, with sureties to be approved by the clerk of this court, and conditioned that the appellants will promptly pay any and all damages which may be suffered by their several passengers and intended passengers by reason of the granting or continuance of this order if it is adjudged ultimately that the order of the Interstate Commerce Commission, drawn in question in this case, is a valid one.

In the case of *Southern Railway Company vs. Watts*, 259 U. S., 576, this Court, in referring to the application for a *supersedeas* pending the appeal to the District Court, said:

Per Curiam: In these cases, which were suits brought under Sec. 266, Judicial Code, as amended by the Act of March 4, 1913 (37 Stat. at L., 1013), for a preliminary and permanent injunction, a preliminary injunction was denied by the district court, and a stay granted until an application could be made to this court. As the district court is familiar with the character of the case, and we are not, we deny the motion for a stay, with leave to apply to the district court for a stay until the matter can be disposed of here, if, in its judgment, it deem that such a stay should be granted. The motion to advance is granted, and the cases set for hearing on the first Monday in November.

In the case of *Cumberland Teleph. & Teleg. Co. vs. Louisiana Pub. Serv. Com.*, 260 U. S., 212, Mr. Chief Justice Taft, speaking for this Court, said (p. 219):

The appellees ask that if we conclude to set aside the injunction, we entertain a motion to grant one now to preserve the status quo. The fact that a majority of the three judges of the district court denied the interlocutory injunction suggests the want of merit in the application here. We, of course, appreciate that, notwithstanding a denial of an injunction on its merits, a court may properly find that, pending a final determination of the suit on the merits in a court of last resort, a balance of convenience may be best secured by maintaining the status quo and securing an equitable adjustment of the finally adjudicated rights of all con-

cerned through the conditions of a bond. *Hovey vs. McDonald*, 109 U. S., 150, 161; Equity Rule No. 74. But the court which is best and most conveniently able to exercise the nice discretion needed to determine this balance of convenience is the one which has considered the case on its merits, and, therefore, is familiar with the record. Records in cases like this are often very voluminous. Such is the record in this case. Without abdicating our unquestioned power to grant such an application as this, and conceding that exceptional cases may arise, we are generally inclined to refer applications of this kind to the court of three judges who have heard the whole matter, have read the record, and can pass on the issue without additional labor. That was the course taken by this court in *Southern R. Co. vs. Watts*, No. 927, October Term, 1921. Per curiam, decided May 29, 1922 (259 U. S., 576).

And in the case of *Cunard S. S. Co. vs. Mellon*, 284 Fed., 891, the court said (p. 897):

I suppose that the question of a temporary restraining order pending the appeal is of a good deal more consequence to the plaintiffs than anything I may think about the law. The powers under the seventy-fourth rule (198 Fed. xxxix, 115 C. C. A. xxxix) to grant such an order is undoubted, notwithstanding a dismissal of the bill. *Merrimac River Savings Bank vs. City of Clay Center*, 219 U. S., 527, 31 Sup. Ct. 295, 55 L. Ed. 320, Ann Cas. 1912D, 513; *Staffords vs. King*, 90 Fed. 136, 32 C. C. A. 536. Moreover, the whole thing rests in the discretion of the trial judge. The question is how far the absence of any protection to the losing party will expose him to serious and irreparable damage, if in the end he wins, without imposing an equal damage upon the other

party, if he holds his decree. Like all such matters, it depends upon a balance between the two, and I must now assume that the chances of success are not equal.

The court below had before it the facts with regard to the establishment of district rates via the Norfolk and Western, in accordance with the Commission's order, and that the complainant shippers were thereby receiving, and would continue to receive, all of the benefits of the order, so that no interests would be prejudiced by the granting of the restraining order pending the appeal to this Court.

### Conclusion

The decree of the District Court in No. 281 should be reversed, and the cross-appeal in No. 282 dismissed.

Respectfully submitted,

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W. H. T. LOYALL,  
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*Of Counsel.*

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# SUPREME COURT OF THE UNITED STATES.

Nos. 281 and 282.—OCTOBER TERM, 1926.

The Virginian Railway Company,  
Appellant,  
281 vs.  
The United States et al.  
The United States et al., Appellants,  
282 vs.  
The Virginian Railway Company.

Appeals from the District  
Court of the United  
States for the Southern  
District of West Vir-  
ginia.

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[December 13, 1926.]

Mr. Justice BRANDEIS delivered the opinion of the Court.

An extensive territory in West Virginia comprising the coal mining districts known as New River, Tug River and Pocahontas is served by three railroad systems. Each grants blanket rates to destination from the mines within the district served by it. The blanket rates to each destination are the same on all the systems. Two of them, the Chesapeake & Ohio and the Norfolk & Western, have lines extending from the Atlantic Ocean to the Middle West. The line of the third, the Virginian, extends only eastward to tidewater. Some mines in the district are served directly by only one of these railroads, some by more. Ninety-nine mines are located only on the Virginian. Of these 45 enjoy, by reason of the trackage agreements to be described, the same rates to the West as do mines on the Chesapeake & Ohio and on the Norfolk & Western. The remaining 54 are denied the opportunity of reaching the western markets.

Some of the 54 made complaint to the Interstate Commerce Commission that they are denied access to the western markets; and sought relief under both § 1 and § 3 of the Act to Regulate Commerce. For most of these 54 mines access to these markets was and is physically possible through a junction of the Virginian and the Chesapeake & Ohio. But that route is closed commercially, because these two carriers have not established any joint rates to the

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West from any of these 54 mines; and the combination of the Virginian's local rate from the mines to the junction with the Chesapeake & Ohio's rates from the junction to the West, results in charges so high as to be prohibitive. The complainants contended before the Commission that the existing rate schedule to the West subjects them to unjust discrimination and, also, that the combination rates are unreasonable. To establish the discrimination, the shippers relied, among other things, upon the fact that 45 other mines located only on the Virginian enjoy the favorable blanket rates to the West. To establish the unreasonableness, they showed, among other things, that mines, similarly situated, located only on the Chesapeake & Ohio and on the Norfolk & Western enjoy those rates.

The Chesapeake & Ohio did not oppose granting to the 54 mines the relief sought. The Virginian resisted strenuously. The complete record of the proceedings before the Commission occupies 713 pages of the printed record in this Court, besides 67 exhibits, many of them elaborate, one covering 89 pages. The proceedings before the Commission, begun on May 15, 1922, did not close until February, 1923. The proposed report of the examiner was served on April 30, 1924, was submitted to Division 3 of the Commission on June 30, 1924, and its original report was filed on March 10, 1925. The Commission found that the existing rates from the mines in question subjected the shippers to undue prejudice and also that the rates were themselves unreasonable. *Wyoming Coal Co. v. Virginian Railway Co.*, 96 I. C. C. 359; 98 I. C. C. 488. It ordered the carriers "according as they participate in the transportation" to cease and desist from collecting, for the transportation of coal from certain stations on the Virginian Railway to interstate destinations in the West, rates which exceed those to be prescribed pursuant to the order; and then directed the carriers to establish "rates which shall not exceed the district rates maintained on like traffic" by those carriers respondents to the same destinations "from mines in the New River districts of the Chesapeake & Ohio Railway Company, and the Virginian Railway Company, respectively, and the Pocahontas and Tug River districts of the Norfolk & Western Railway Company, those districts forming part of what is generally referred to as the Outer Crescent." See *Bituminous Coal to Central Freight Association Territory*, 46 I. C. C. 66, 69. A petition for reargument before the whole Commission was denied

on April 14, 1925; but an amended report and order was filed on May 19, 1925.

This suit was brought by the Virginian against the United States, the Interstate Commerce Commission, and the Chesapeake & Ohio, in the federal court for the Southern District of West Virginia, to enjoin the enforcement of the order and to set it aside. All three defendants answered, the Chesapeake & Ohio asserting its readiness to comply with the Commission's order. Several coal companies intervened as defendants. The case was heard, on May 28, 1925, before three judges upon application for an interlocutory injunction and also upon final hearing. The order was assailed mainly on the ground that the findings made were unsupported by evidence. It was also contended, among other things, that findings essential to the relief granted had not been made. Besides the full transcript of the proceedings before the Commission, the Virginian introduced, under objection, some additional evidence in support of a claim that the order should be set aside because of certain facts occurring since it was entered. On September 19, 1925, the court entered a final decree denying the injunction and dismissing the bill on the merits. No opinion, written or oral, was delivered.

Before entry of the decree, the Virginian indicated an intention to appeal and asserted that irreparable damage would result, pending the appeal, if the decree should be reversed. Thereupon, the District Court included in the final decree a clause restraining enforcement of the Commission's order pending the perfecting and determination of the appeal. No. 282 is a cross-appeal by the United States and the Commission from so much of the decree as restrains enforcement of the Commission's order pending the appeal. No. 281 is the appeal by the Virginian, under the Act of October 22, 1913, c. 32, 38 Stat. 208, 220, from so much of the decree as denied the injunction and dismissed the bill. The contentions made by the Virginian here seem to be the same that were made by it below; and largely the same that it made before the Interstate Commerce Commission.

*First.* The Virginian attacks the Commission's finding of unjust discrimination. There clearly was substantial evidence to support every fact specifically found. To consider the weight of the evidence before the Commission, the soundness of the reasoning by which its conclusions were reached, or whether the findings are consistent with those made by it in other cases, is beyond our

province. Whether a rate is unjustly discriminatory is a question on which the finding of the Commission, supported by substantial evidence, is conclusive, unless there was some irregularity in the proceeding or some error in the application of rules of law. *Western Paper Makers' Chemical Co. v. United States*, 271 U. S. 268. No irregularity in the proceedings before the Commission is even suggested.

*Second.* The Virginian contends that the specific facts found are, as matter of law, insufficient to support the finding of undue prejudice. The facts material are these. Ever since the Virginian was constructed, it has adhered to the policy of providing for the output of mines on its line transportation only to tidewater. This policy is pursued, not only because it is deemed profitable to the company, but also because it enables the Virginian to furnish to shippers the most efficient service at reasonable rates. It has never held itself out as equipped to carry coal to the West, or joined in joint rates to western markets. The 45 mines on its line which enjoy the blanket rates to the West, have them as a natural result of certain trackage agreements entered into by the Virginian with the Chesapeake & Ohio for an entirely different purpose. The purpose was to secure additional eastbound tonnage without wasteful expenditure by paralleling branch lines. To be able to secure the eastbound traffic from certain mines located on independent lines connecting with the Chesapeake & Ohio, the Virginian, having acquired the independent lines, sought the right to use that system's tracks to those mines. As compensation for the trackage rights over the Chesapeake & Ohio, it gave that company the right to use the Virginian's tracks to these 45 mines. The carriers, instead of using these trackage rights by operating over the other's tracks, substituted, solely as a matter of economy and convenience, a reciprocal switching arrangement. As a result, the Virginian hauls westbound coal from these 45 mines to a junction with the Chesapeake & Ohio; the latter absorbs the switching charges of the Virginian; and these mines enjoy the same rate to the West as do those located on the Chesapeake & Ohio. But the Virginian's purpose in making the traffic agreement was solely to increase its eastbound traffic.

The fact that the Virginian's intention was not to give the 45 mines a preference over others, but to increase its own eastbound business from mines located on the other system, and that the

preference resulting is merely an incident of a legitimate effort to develop the carrier's eastbound traffic, is not of legal significance. These 45 mines to which the western market has been thus opened, obviously, enjoy thereby an advantage over the 54 mines, found to be similarly situated, to which the market is closed. And the Commission has found that the preference is unjust. In essence, the situation is the same as that considered in *United States v. Illinois Central R. R.*, 263 U. S. 515, 523, and *United States v. Pennsylvania R. R.*, 266 U. S. 191, 199. The contention that there can be no order to remove the discrimination, because the Virginian is in no legal sense responsible for the lower western rates granted to the favored mines, is likewise disposed of by the earlier case. At pp. 520, 521.

*Third.* The Virginian contends that the evidence before the Commission does not support its finding that the rates on coal from the Virginian's mines *via* the Chesapeake & Ohio are unreasonable to the extent that they exceed the New River district rates maintained by the latter carrier from mines on its own and connecting lines having no other outlet to the western markets. The argument is that these rates cannot be considered standards of reasonableness because, as the Commission declared in the present controversy, they are "the outcome of competitive strain and stress through long periods of development", and, as it had stated in an earlier case, they have been made "in practical, if not absolute disregard of distance, and all transportation conditions that ordinarily are taken into consideration in the making of rates," and "are below the level at which maximum reasonable rates might be maintained." *Bituminous Coal to C. F. A. Territory*, 46 I. C. C. 66, 122, 145. The finding of reasonableness, like that of undue prejudice, is a determination of a fact by a tribunal "informed by experience." *Illinois Central R. R. Co. v. Interstate Commerce Commission*, 206 U. S. 441, 454. This Court has no concern with the correctness of the Commission's reasoning, with the soundness of its conclusions, or with the alleged inconsistency with findings made in other proceedings before it. *Interstate Commerce Commission v. Union Pacific R. R. Co.*, 222 U. S. 541. It was shown that a huge coal traffic moves from this territory, under like operating conditions, at the blanket rates which were voluntarily established by the other carriers to serve mines similarly located. This fact, and much else in the voluminous record, afford substantive

evidence to support the finding that the existing rates are unreasonable; and that those which the order directs are reasonable.

*Fourth.* The Virginian contends that the order is void because the Commission directed the establishment of through routes and joint rates without finding that they are necessary in the public interest. Such a finding is essential to the validity of an order under § 15(3). But the order here in question was not sought or made under § 15(3) and does not direct the establishment of through routes and joint rates. Through routes to the West were already in existence. And there were through rates by combination. See *Through Routes and Through Rates*, 12 I. C. C. 163; *Memphis Freight Bureau v. Fort Smith & W. R. R. Co.*, 13 I. C. C. 1, 8; *Baer Bros. M. Co. v. Mo. Pac. Ry. Co.*, 17 I. C. C. 225; *Swift & Co. v. Pa. R. R. Co.*, 29 I. C. C. 464; *Lourie M'f'g Co. v. Cincinnati N. R. R. Co.*, 42 I. C. C. 448; *Kansas City Bd. of Trade v. A. T. & S. F. Ry. Co.*, 69 I. C. C. 185, 188-189; *St. Louis Southwestern Ry. v. United States*, 245 U. S. 136, 139, note 2. The fact that the combination rates were excessive constituted the only obstacle to the movement. The Chesapeake & Ohio did not oppose the reduction of its rates from the junction to the West. It was willing that these 54 mines on the Virginian should enjoy the rates already open to the other 45. The Virginian resisted a reduction of its local rate to the junction. The Commission found that the combination rate was both unreasonable and discriminatory. It prescribed through rates which it found were reasonable and non-discriminatory. It did not order joint rates. And no question of divisions was before the Commission. The order was sought and made under § 1 and § 3. Section 15(3) does not require that the Commission must make a special finding of public interest, before it can prescribe how an existing through rate found to be unreasonable and discriminatory shall be made conformable to law.<sup>1</sup>

<sup>1</sup>Thus in many cases, as in the case at bar, the Commission has found a combination through rate unreasonable or discriminatory as an entirety, and has ordered it to be not higher than a specific amount, without any finding of public interest. *United Verde Extension Co. v. Director General*, 57 I. C. C. 625; *Gillespie Coal Co. v. Ill. Traction System*, 62 I. C. C. 335; *Freight Bureau v. Beaumont, etc. Ry. Co.*, 74 I. C. C. 601; *Ariz. Corp. Comm. v. A. T. & S. F. Ry. Co.*, 87 I. C. C. 271; *Babbitt Bros. Trading Co. v. A. T. & S. F. Ry. Co.*, 88 I. C. C. 614; *Lone Star Gas Co. v. C. C. C. & St. L. Ry. Co.*, 101 I. C. C. 465; *Tioga Coal Co. v. B. & O. R. R. Co.*, 101 I. C. C. 611; *Lookout Paint M'f'g Co. v. Mo. Pac. R. R. Co.*, 101 I. C. C. 691; *Illinois Oil Co. v. Cape Girardeau N. Ry. Co.*, 102 I. C. C. 154; *Humble Oil & R. Co. v. L. & N. W. R. R. Co.*, 102 I. C. C. 761; *Eriksen v. Ann Arbor R. R. Co.*,

*Fifth.* The Virginian contends that the order should be set aside because of the following facts which occurred after entry of the original order and before the hearing below. An agreement to lease the Virginian to the Norfolk & Western for 999 years was approved by the respective boards of directors of the two companies; approval by the stockholders was expected; and approval by the Interstate Commerce Commission was hoped for. In anticipation of such approval, the Virginian and the Norfolk & Western established and published through routes and joint rates, from substantially all mines on the Virginian to substantially all important markets in the West. The Virginian then filed, on April 27, 1925, a petition before the Commission to reopen the case and modify its order, so that the routes which had been opened *via* the Norfolk & Western in partial compliance with the order, should be accepted as the equivalent of full compliance; and the requirement of routes and rates *via* the Chesapeake & Ohio should be eliminated. That petition was denied on May 11, 1925. The Virginian contends that, in view of these facts, the order requiring transportation service also *via* the Chesapeake & Ohio is so unreasonable as to transcend the limits of the Commission's discretion, among other reasons because, through the duplication of routes not available to mines served only by the Chesapeake & Ohio and the Norfolk & Western, respectively, it would give to mines on the Virginian an undue preference and advantage. The argument urged in this connection is appropriate for consideration by the Commission, and has presumably been duly considered by it. The fact that it has not proved persuasive affords no basis for the contention that the Commission's action in making the order was arbitrary or otherwise illegal.<sup>2</sup>

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102 I. C. C. 374; Omaha Grain Exchange v. Atl. N. Ry. Co., 102 I. C. C. 533; Vera Chem. Co. v. Ala. Cent. R. R. Co., 104 I. C. C. 408; Marion Machine Co. v. Pa. R. R. Co., 104 I. C. C. 471; West Va. Paper Co. v. B. & O. R. R. Co., 104 I. C. C. 495; Wilson & Co. v. C. & O. Ry. Co., 104 I. C. C. 641. Compare Indianapolis Chamber of Commerce v. C. C. C. & St. L. Ry. Co., 58 I. C. C. 515; Prairie Pipe Line Co. v. Director General, 88 I. C. C. 167; J. D. Hollingshead Co. v. Deering S. W. Ry. Co., 88 I. C. C. 659; Public Service Comm. v. A. T. & S. F. Ry. Co., 88 I. C. C. 728; Caruso & Co. v. Chi. & Eastern Ry. Co., 102 I. C. C. 619.

<sup>2</sup>On July 2, 1925, the Norfolk & Western applied to the Commission for an order under § 5, par. 2, authorizing it to acquire the Virginian by lease. The application was denied on October 11, 1926.

*Sixth.* The cross-appeal is directed to so much of the final decree as stays enforcement of the Commission's order pending the appeal. It is settled that the force and effect of a decree of a federal court dismissing a bill and dissolving an interlocutory injunction is not suspended as a mere consequence of an appeal to this Court, even if a *supersedeas* is allowed. *Hovey v. McDonald*, 109 U. S. 150, 161; *Knox County v. Harshman*, 132 U. S. 14. An injunction which was in terms dissolved by the decree, or which expired by limitation, cannot be revived to take effect during the pendency of an appeal except by a new exercise of power by a court having the authority. Ordinarily such authority is vested in the lower federal court, as well as in this Court. Under Equity Rule 74 the judge who allows the appeal may, if he took part in the decision of the cause, make, at the time of such allowance, an order continuing an interlocutory injunction which would otherwise be vacated. *Merrimack River Savings Bank v. Clay Center*, 219 U. S. 527, 535. Prior to the establishment of the Commerce Court, Act of June 18, 1910, c. 309, 36 Stat. 539, the circuit courts had jurisdiction of suits to enjoin or set aside orders of the Commission. Compare Act of June 26, 1906, c. 3591, § 5, 34 Stat. 584, 590. As an incident of that jurisdiction, they had the usual power to preserve the *status quo* pending an appeal. The Government contends that the rule theretofore prevailing was abrogated by the Act of 1910; and that, because of similar provisions in the Act of October 22, 1913, c. 32, 38 Stat. 208, 220, the power in question was not conferred upon the district courts.

The latter Act, which abolished the Commerce Court and transferred to the district courts the jurisdiction in this class of cases, requires that applications for an interlocutory injunction to restrain the enforcement of an order of the Commission be heard before three judges; permits the issue by them, or a majority of them, of "a temporary stay or suspension" of the Commission's order for not more than sixty days pending the application for an interlocutory injunction; similarly permits them "at the time of hearing such application . . . [to] continue the temporary stay or suspension . . . until decision upon the application"; provides for expediting the hearing; and authorizes a direct appeal to this Court from the order granting or denying the interlocutory injunction, if taken within 30 days. Compare *United States v. Baltimore & Ohio R. R. Co.*, 225 U. S. 306, 322. The

argument of the Government is that the thing of which the operation is suspended, pending the appeal, is not the decree of the District Court, but the order of the Commission—an independent federal tribunal; that, by the language of the Act, the power of the district court to suspend the operation of the Commission's order ends with the "decision [in the district court] upon the application"; and that for these reasons, the customary power of a court of equity to preserve the *status quo* is not applicable to the suspension pending the appeal here involved.

It is clear that this Court, or a justice thereof, has power to grant a stay of the Commission's order pending the appeal. The power was exercised by the full Court in *Omaha & Council Bluffs Ry. Co. v. Interstate Commerce Commission*, 222 U. S. 582, in a case coming from the Commerce Court under the Act of 1910. Whether the district court of three judges under the Act of 1913 possesses like power has never been considered by this Court. The existence of the power was affirmed by a divided district court in *Louisville & N. R. R. Co. v. United States*, 227 Fed. 273, and the power was exercised to the extent of staying enforcement of the Commission's order until this Court should have the opportunity of determining whether a stay pending the appeal should be granted. The power has been exercised by the district court in a few other instances. But in those cases, although the Government objected to the action taken, it did not take a cross-appeal; and the question was not considered or raised upon the argument before this Court.<sup>3</sup> The question now presented was, however, passed upon under similar legislation and conditions in *Cumberland Telephone & Telegraph Co. v. Louisiana Public Service Commission*, 260 U. S. 212. The practice there held appropriate in a

<sup>3</sup>Opinions have been written by this Court in 32 direct appeals from decrees refusing to set aside orders of the Interstate Commerce Commission: 6 being from decrees of the Commerce Court under the Act of 1910, 26 from decrees of the district court under the Act of 1913. In 3 of those cases, the district court stayed the order of the Commission pending the appeal, either until this Court could pass upon an application for such a stay, *Louisville & Nashville R. R. Co. v. United States*, 227 Fed. 273; 242 U. S. 60; *Central R. R. of New Jersey v. United States*, 257 U. S. 247; or until this Court should decide the appeal, *Lehigh Valley R. R. Co. v. United States*, 243 U. S. 412. In one other case only was an application made to the lower court for a stay pending the appeal, and that was denied, *Colorado v. United States*, 271 U. S. 153. In so far as the records show, stays were not asked for below in the other 28 cases.

proceeding under § 266 of the Judicial Code, must be held to be likewise authorized under the Act of 1913.

Section 266 provides for the hearing before three judges of applications for an interlocutory injunction to restrain the execution of a state statute, or of an order of an administrative board of the State pursuant to a state statute, where the statute or order is assailed on the ground that it violates the Federal Constitution. We declared in the *Cumberland Telephone & Telegraph Co.* case, p. 219, that while this Court has power to grant a stay pending the appeal, the district court acting through three judges, or a majority of them, also possesses that power; and that because such court is "best and most conveniently able to exercise the nice discretion needed . . . the court of three judges, who have heard the whole matter, have read the record, and can pass on the issue [application for a suspension pending the appeal] without additional labor", the determination of the application will ordinarily be left to it. The language of § 266 which limits the power to grant the restraining order and the interlocutory injunction is substantially the same as that employed in the Act of October 22, 1913. The two statutes are *in pari materia*. It is under § 266 that proceedings to enjoin the enforcement of rate-orders of state railroad and public utility commissions are commonly instituted.

The character of the proceeding and the end sought are the same in the two statutes. The two provisions originated in the same Act. Section 266 is a codification of § 17 of the Act of June 18, 1910, c. 309, 36 Stat. 539, 557. The provision of the Act of 1913, here in question, is an adaptation to the district courts of § 3 of the Act of 1910, which prescribed the procedure for such applications before the Commerce Court. No reason is suggested why the rule governing in cases of appeals from the district court under § 266 should not apply also to appeals from those courts under the Act of 1913. Moreover, the latter Act, in referring in the same connection to appeals from final decrees, declares that "such appeals may be taken in like manner as appeals are taken under existing law in equity cases." Congress evidently deemed that it had adequately guarded against the dangers incident to the improvident issue of the writs of injunction in cases of this character by the provisions which require action by the court of three judges, which permit of expediting the hearings before the district court,

which shorten the period of appeal, and which give a direct appeal to this Court.

*Seventh.* The Government contends that, even if the District Court had power to stay the order of the Commission pending the appeal in this Court, its action was not warranted by the facts. A stay is not a matter of right, even if irreparable injury might otherwise result to the appellant. *In re Haberman Manufacturing Co.*, 147 U. S. 525. It is an exercise of judicial discretion. The propriety of its issue is dependent upon the circumstances of the particular case. An application to suspend the operation of the Commission's order pending an appeal from a final decree dismissing the bill on the merits calls for the exercise of discretion under circumstances essentially different from those which obtain when the application for a stay is made prior to a hearing of the application for an interlocutory injunction, or after the hearing thereon but before the decision. In the two latter classes of cases, if the bill seems to present to the court a serious question, the fact that irreparable injury may otherwise result to the plaintiff may, as an exercise of discretion, alone justify granting the temporary stay until there is an opportunity for adequate consideration of the matters involved. But to justify a stay pending an appeal from a final decree refusing an injunction additional facts must be shown. For the decree creates a strong presumption of its own correctness and of the validity of the Commission's order. This presumption ordinarily entitles defendant carriers and the public to the benefits which the order was intended to secure.

In this class of cases an appeal bond can rarely indemnify fully even private parties to the litigation for the loss of the benefits of which the stay deprived them; and the public would usually be left wholly remediless. To justify granting the stay after a final decree sustaining the Commission's order, it must appear either that the district court entertains a serious doubt as to the correctness of its own decision; or that the decision depends upon a question of law on which there is conflict among the courts of the several circuits; or that some other special reason exists why the order of the Commission ought not to become operative until its validity can be considered by this Court.<sup>4</sup>

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<sup>4</sup>See *Louisville & Nashville R. R. Co. v. Railroad Commission*, 208 Fed. 35, 57-60; *Louisville & Nashville R. R. Co. v. United States*, 227 Fed. 273; *Corona Coal Co. v. Southern Ry. Co.*, 266 Fed. 726, 735. Compare *Cotting v. Kansas*

The District Court made no finding or statement bearing upon its exercise of discretion in suspending the operation of the Commission's order, except the recital in the decree that from all the evidence in the case it is "of opinion . . . that irreparable damage will result to the complainant pending such appeal if this decree shall be reversed on appeal." We must therefore look elsewhere in the record for additional facts necessary to justify the suspension. We fail to find any. The suit was of a character deemed by Congress of such importance that it had made special provision for both adequate and speedy consideration. The strenuousness of the contest and the extensive record made clear the importance of the case not only to the mines and carriers directly concerned but also to the consuming public in the western markets. It was clear that the appeal bond could not indemnify the Virginian mines or the Chesapeake & Ohio Railroad for the loss resulting from a stay, and also that the public might suffer losses for which there would be no remedy. The decree was not entered until nearly four months after the hearing—that period being doubtless required for adequate consideration of the voluminous record. No opinion, written or oral was delivered. In view of the importance of the litigation, we interpret the absence of an opinion as tantamount to a declaration that upon careful scrutiny of the record the questions presented for judicial determination appeared to be simple; or, at all events, that the case did not involve the determination of any question of law which was novel or as to which there was, or could be, reasonable doubt. The decree of the District Court was not unanimous; but this fact alone would not justify a stay. For aught that appears, the District Court may have divided on some questions of fact, or on the construction of a document.<sup>5</sup> Under the circumstances appearing, the suspension of the order pending the appeal was unwarranted.

City Stock Yards, 82 Fed. 850, 857; *Western Union Tel. Co. v. Wright*, 168 Fed. 558, 559; *Louisville & Nashville R. R. Co. v. Siler*, 186 Fed. 176, 203; *Rail & River Coal Co. v. Yaple*, 214 Fed. 273, 283; *Chadeloid Chemical Co. v. H. B. Chalmers Co.*, 242 Fed. 71, 72; *Masses Publishing Co. v. Patten*, 245 Fed. 102.

<sup>5</sup>So far as the record discloses, the stay included in the final decree was not a continuation of a temporary restraining order, but a matter wholly original. Apparently, no restraining order issued prior to the final decree. The matter is not referred to in any of the briefs.

The objection to the decree asserted by the Government in No. 282 must, therefore, be sustained.

Unless an opinion indicating the grounds of the decision is delivered, a defeated party may often be unable to determine whether the case presents a question worthy of consideration by the appellate court. This is particularly true, where the case is in equity and the decree is entered upon a hearing involving complicated facts. For being in equity, matters of fact as well as of law are reviewable; and the reviewable issues of law are rarely sharply defined by requests for rulings. The failure to accompany the decree by an opinion may thus deprive litigants of the means of exercising a sound judgment on the propriety of an appeal. And the appellate court, being without knowledge of the grounds of the decision below, is denied an important aid in the consideration of the case, and will ordinarily be subjected to much unnecessary labor.

*No. 281—Decree affirmed as to matter appealed from.*

*No. 282—Decree reversed as to matter appealed from.*

A true copy.

Test:

*Clerk, Supreme Court. U. S.*